

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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RESHMA ABELL,

Plaintiff,

Civ. Action No.

-against-

**VERIFIED
COMPLAINT**

PACIRA PHARMACEUTICALS, INC.,
DAVE STACK, individually and in his
capacity as Chief Executive Officer of
PACIRA PHARMACEUTICALS, INC.,
And RICH KAHR, PETER MURPHY,
DENNIS McLOUGHLIN, PAUL
CIAVOLELLA, GLENN REISER, JOYCE
DAVIS, and MATT LEHMANN, in their
capacities as employees of PACIRA
PHARMACEUTICALS, INC.

Defendants.

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COMES NOW Plaintiff Reshma Abell (“Abell” or “Plaintiff”), by and through her undersigned counsel, The Law Offices of Neal Brickman, P.C., located at 420 Lexington Avenue, Suite 2440, New York, New York, 10170, and as and for her complaint against Defendants, Pacira Pharmaceuticals, Inc. (“Pacira”), Dave Stack, individually and in his capacity as Chief Executive Officer of Pacira (“Stack”), and Rich Kahr (“Kahr”), Pete Murphy (“Murphy”), Dennis McLoughlin (“McLoughlin”), Paul Ciavolella (“Ciavolella”), Glenn Reiser (“Reiser”), Joyce Davis (“Davis”), and Matt Lehmann (“Lehmann,” and, collectively, “Defendants”), in their capacities as employees of Pacira, states and alleges as follows:

NATURE OF THE ACTION

This is an action for damages arising from the hostile work environment that Plaintiff experienced at Pacira, Defendants’ illegal discriminatory treatment of, retaliation against, and

termination of Plaintiff under the New Jersey Law Against Discrimination (“NJLAD,” N.J.S.A. §§ 10:5-1 to 10:5-49), and the New Jersey Conscientious Employee Protection Act (“NJCEPA,” N.J.S.A. §§ 34:19-1 to 34:19-8), for which she seeks compensatory damages, punitive damages, the costs of this action, and reasonable attorneys’ fees. The factual basis for Plaintiff’s claims, recounted in detail herein, includes a long history of discriminatory and retaliatory acts based, at least in part, on her sex and national origin, which ultimately led to her termination, after internally reporting various financial irregularities to, among others, Kahr, Murphy, McLoughlin, Ciavolella, Reiser, Davis, and Lehmann.

This action also arises out of, *inter alia*, Plaintiff’s complaint under Section 922(a) of the Dodd Frank Wall Street Reform and Protection Act (“Dodd Frank,” 15 U.S.C. § 78u-6(h)(1)(B)(i)) as a Whistleblower, filed September 14, 2018.

JURISDICTION

Jurisdiction over the federal claims is invoked pursuant to 28 U.S.C. § 1331, in that these claims arise under the laws of the United States; pursuant to Section 922 of the Dodd Frank Act, 15 U.S.C. § 78u-6(h)(1)(B)(i)); pursuant to 28 U.S.C. § 1332, in that plaintiff and defendants are citizens of different states; and over the state law claims pursuant to the doctrine of pendent jurisdiction as codified in 28 U.S.C. § 1367.

VENUE

This action is properly laid in the District of New Jersey pursuant to 28 U.S.C. § 1391(b)(1), because Defendants’ principal offices are located in this District, and (b)(2), because a substantial part of the events and omissions giving rise to the claims occurred in this judicial District.

PARTIES

1. Abell is an individual citizen of the United States with a primary residence in the State of New York and a former employee of Pacira Pharmaceuticals. Abell is a female of Indian descent.

2. Upon information and belief, at all times relevant hereto, defendant Pacira was and is a domestic corporation duly authorized to conduct business in the State of New Jersey and subject to the laws and statutes thereof.

3. Upon information and belief, at all times relevant hereto, defendant Stack was and is the Chief Executive Officer of Pacira. Stack qualifies as an "employer" for purposes of individual liability under the NJLAD and the NJCEPA because he participated directly in the discriminatory and/or retaliatory conduct at issue in this case, and by virtue of his ability to affect the terms and conditions of Abell's employment.

4. Upon information and belief, at all times relevant hereto, defendant Kahr was and is the Vice President of Human Resources at Pacira. Kahr reports directly to Stack. Kahr qualifies as an "employer" for purposes of individual liability under the NJLAD and the NJCEPA because he participated directly in the discriminatory and/or retaliatory conduct at issue in this case, and by virtue of his ability to affect the terms and conditions of Abell's employment.

5. Upon information and belief, at all times relevant hereto, defendant McLoughlin was Abell's supervisor, and reported directly to Stack, among others. McLoughlin qualifies as an "employer" for purposes of individual liability under the NJLAD and the NJCEPA because he participated directly in the discriminatory and/or retaliatory conduct at issue in this case, and by virtue of his ability to affect the terms and conditions of Abell's employment.

6. Upon information and belief, at all times relevant hereto, defendant Ciavolella was Abell's supervisor, and Pacira's Senior Director of Business Analytics, Market Research and Operations, who reported directly to Stack, among others. Ciavolella qualifies as an "employer" for purposes of individual liability under the NJLAD and the NJCEPA because he participated directly in the discriminatory and/or retaliatory conduct at issue in this case, and by virtue of his ability to affect the terms and conditions of Abell's employment.

7. Upon information and belief, at all times relevant hereto, defendant Reiser was Abell's supervisor, and reported directly to Stack, among others. Reiser qualifies as an "employer" for purposes of individual liability under the NJLAD and the NJCEPA because he participated directly in the discriminatory and/or retaliatory conduct at issue in this case, and by virtue of his ability to affect the terms and conditions of Abell's employment.

8. Upon information and belief, defendant Davis was Pacira's Vice President of Strategic Alliance, and reported directly to Stack, among others. Davis qualifies as an "employer" for purposes of individual liability under the NJLAD and the NJCEPA because she participated directly in the discriminatory and/or retaliatory conduct at issue in this case, and by virtue of her ability to affect the terms and conditions of Abell's employment.

9. Upon information and belief, defendant Matt Lehmann was Pacira's Senior Vice President of Commercial, and reported directly to Stack, among others. Lehmann qualifies as an "employer" for purposes of individual liability under the NJLAD and the NJCEPA because he participated directly in the discriminatory and/or retaliatory conduct at issue in this case, and by virtue of his ability to affect the terms and conditions of Abell's employment.

FACTUAL BACKGROUND

Abell's Employment at Pacira Pharmaceuticals, Inc.

10. Pacira Pharmaceuticals, Inc. (Pacira) is a specialty pharmaceutical company which makes a non-opioid analgesic for post-surgical pain control called Exparel.

11. From May, 2014 through January, 2017, Abell worked for Pacira as a Surgical Account Specialist. From January 2017 until March 14, 2018, Abell worked for Pacira as a Senior Surgical Account Specialist.

12. At Pacira, Abell's job responsibilities as a Senior Surgical Account Specialist included, but were not limited to, the following: successfully promoting Exparel at all major hospitals in the five boroughs of New York City and in Westchester County, New York; growing and increasing the profitability of the pharmaceutical territory; and training and providing case coverage to anesthesiologists and surgeons in area hospitals in, *inter alia*, orthopedic, cardiovascular, podiatric, obstetrics/ gynecology, general surgery, colorectal, urology, oncology, plastics, and bariatric surgery departments.

13. Abell's overall pay for this position was ultimately determined by Ciavolella, who, starting in 2014, made the decisions as to how and whether to cap Abell's – and other similarly situated employees' – incentive compensation.

14. Abell was known at Pacira as a standout go-getter who regularly grew sales: by \$2,363,920 between May and December 2014; by \$4,462,750 in 2015; by \$3,777,038 in 2016; and by \$3,778,523 in 2017. These statistics indicate that Abell outperformed similar and competing markets at twice the average growth, consistently and for four years in a row.

15. In fact, Reiser and Murphy nicknamed Abell “Jordan,” as in Michael Jordan, as of the end of 2016 – due to her unprecedented success as a senior representative in generating revenue, fostering relationships, and growing Pacira’s book of business.

15. Abell was so successful as a Senior Surgical Account Specialist that Pacira informed her that she was in line for a new position, Director of Post-Op Pain Management, and rewarded her with additional work without a commensurate bump in title or salary.

16. From approximately February 2017 until March 14, 2018 termination, in addition to her Senior Surgical Account Specialist duties, Abell actually performed the “unofficial” role of Pacira’s Director of Post-Op Pain Management. These duties included, but were not limited to, developing and executing a national post-operative pain management training program; initiating and developing industry partnerships and strategic alliances with other pharmaceutical companies; launching “Field Block” training for anesthesia and various surgical services nationwide; and creating a new specialty representative department, including recruiting, creating compensation and business plans, and executing territory designs.

17. At Pacira, Abell was a dedicated, productive, and valuable employee who got along well with her colleagues and had no issues with her supervisor or others. She always received positive performance evaluations and was generally respected by her coworkers for her experience and tenacity.

A Pervasive Culture of Sexual Discrimination in a Male-Dominated Office

18. Abell achieved these significant accomplishments, and consistently outperformed her peers, and met or exceeded her sales quotas despite an overtly hostile, male-dominated office where raunchy, sexually-based jokes and innuendo were the norm.

19. It was business as usual for Abell to hear in a typical workday, in sum or substance, that the reason she was so successful was because she was “sleeping with her clients,” or “blowing someone,” or words to that effect.

20. Abell performed her job so diligently that she won coveted positions in Pacira’s Circle of Excellence and President’s Club in 2015, 2016, and 2017 – yet the assumption was that she was only successful due to her sex, and her alleged willingness to exploit her sex, in obtaining new business.

21. In addition, from at least February 2017, Abell was expected to do the work of two separate jobs, without additional compensation or official change in title, because she was required to be an accommodating female who was first and foremost a “team player.”

22. Abell was regularly the recipient of sexually charged comments, jokes, and innuendo – but she understood that she was not to go to Human Resources to complain about the sophomoric, inappropriate, and sexually demeaning commentary – because to do so would break some kind of industry ‘code’ among her male co-workers.

Abell is Promised a Promotion, and is Summarily Terminated Instead

23. Starting in February 2017, Abell developed and executed a company-wide pilot program for Post-Operative Pain Management, approved by Reiser and Murphy.

24. On or about August 22, 2017, Abell successfully presented this pilot program to Pacira’s Alibaba team, a group which included, *inter alia*, Pacira’s commercial upper and middle management, Chief Operating Officer, legal team, National Accounts department, and Medical Affairs department.

25. Shortly thereafter, Abell met with Reiser and Murphy, and they agreed on a promotion and change of title for Abell from Senior Surgical Account Specialist to Director of Post-Operative Pain Management, with a concomitant raise – to be effective January 2, 2018.

26. Reiser and Murphy repeatedly assured Abell that all was “on track” for her promotion, both the change of title and the corresponding raise in pay. However, Abell was also told by Reiser and Murphy that Stack had to officially “sign off” on the promotion, although they had already obtained his verbal approval.

27. Abell had two meetings with Reiser regarding this promotion and title change in November and December of 2017. The assurances that Abell’s promotion was a “sure thing” kept coming.

28. Abell tried, unsuccessfully, to meet with Murphy three separate times between January 2, 2018, and January 30, 2018, when there was no forthcoming announcement regarding her promotion. Murphy cancelled each time.

29. On January 31, 2018, Abell was finally able to meet with Murphy. Abell asked Murphy when he would announce her promotion, and Murphy responded, in sum and substance, that it would happen when Stack “signed off.”

30. Abell then confirmed with Murphy that the promotion had already been verbally approved by Stack. Murphy then explained that that he still needed “official” approval.

31. Abell then requested that Murphy obtain the approval by February 2, 2018, and he responded that we would need to “catch Stack in the right mood” due to his “explosive” temper.

32. Abell then suggested that perhaps the promotion could be approved by February 10, 2018, in time for Pacira’s National Sales Meeting (“NSM”) which was scheduled from February 11 to February 15, 2018 in Florida.

33. At the conclusion of the January 31, 2018 meeting, Murphy instructed Abell to “wait for his call within the next two weeks” so that Abell could go to the corporate office and present to Stack “if and when” he was in “good mood.”

34. Abell did not receive any calls from Murphy in that two week period.

35. On February 10, 2018, Abell reached out to Murphy and Reiser and asked them to meet her upon their arrival at the NSM on February 11, 2018. They accepted, and on February 11, 2018, they met – Abell thought, to finalize the announcement for the Abell’s director position so that she could begin interviewing some of the representatives who would take part in her pilot program while at the NSM.

36. Instead, Murphy told Abell he needed more time due to a FDA Advisory Meeting that was scheduled on February 15, 2018, because Stack was preoccupied with preparing for that meeting, and might not be in the “right mood” until after then.

Abell Opts Out of Optional “Women’s Leadership Meeting” and is Excoriated for Attending “Men’s” Golf Event Instead

37. As part of the NSM, Pacira had scheduled a “Women’s Leadership Meeting” from 6pm to 9:30pm on February 13, 2018. This meeting was explicitly designated as “optional.”

38. Abell knew about this event, and decided not to attend because there was another event scheduled at Top Golf at the same time which she preferred to attend.

39. Abell was aware that while the “Women’s Leadership Meeting” was discussing otherwise valuable topics like female empowerment in the workplace and maintaining a work-life balance, all of Pacira’s male managers and decisionmakers in attendance at the NSM would be at the Top Golf event. Abell recognized this event as a professional networking opportunity that she believed she should attend.

40. Specifically, Abell had been tasked by Murphy and Reiser with recruiting four new representatives for her new department. In order to do that, Abell required one-on-one conversations with Pacira's four Regional Sales Directors, all of whom were to be present at the Top Golf event.

41. The Top Golf event was, for Abell, the perfect opportunity to make these personal connections and recruit the best representative for her new team.

42. In fact, as early as February 1, 2018, she had asked one of the schedulers of the event, Gio Vendemia ("Vendemia," Pacira's Vice President for the Midwestern Region), if she could attend the upcoming Top Golf event on February 13, 2018. Vendemia had replied in the affirmative.

43. Nevertheless, as she was preparing to leave for the Top Golf event with her male coworkers, another Regional Sales Director, Rob Rock ("Rock"), approached Abell, in a hostile and threatening manner, and said "you're not going." Rock then followed this pronouncement with "it's a guy thing," "you should have asked permission," and other sexist comments.

44. Abell responded by saying it was a company-sponsored event, and not a social event, and that she had already asked and received permission from Vendemia.

45. Ultimately, the conversation ended in a yelling match on both sides, leaving Abell visibly distraught. Upon information and belief, one of the several witnesses to this discriminatory and harassing exchange told Reiser in detail what had transpired moments before.

46. Reiser had been present at the TopGolf event, but had not witnessed the interaction between Abell and Rock.

47. Also present was Pacira's Area Director West, Vaughn Schouten. Schouten was the first supervisor Abell approached after the incident, because he had authority over Rock and Vendemia.

48. Pacira employees Pat Nolan ("Nolan"), Ken Wolfe ("Wolfe"), Jim Macarelli ("Macarelli"), and Mike Corn ("Corn") witnessed the entire episode between Rock and Vendemia.

49. Each of the above witnesses individually reported the incident between Abell and Rock, and Rock's completely inappropriate and discriminatory behavior, to Reiser.

50. Reiser then left the immediate area to contact Kahr at Pacira's Human Resources department.

51. Wolfe, Macarelli, Nolan, and Corn then accompanied Abell back to their hotel.

52. Another of the witnesses, Nolan, then escorted Abell to her room.

53. Upon information and belief, Reiser and Murphy began an "investigation" into the events on the morning of February 14, 2018.

54. On February 21, 2018, Kahr called Abell as part of his investigation into the February 13, 2018 incident with Rock.

55. On March 6, 2018, Abell spoke to Murphy regarding her upcoming appearance with Rock at the Miami Breast Surgery conference. Murphy instructed Abell to "stay away from everyone" and not be in the Pacira booth at the same time as Rock. Abell responded that she was a professional, and that she and Rock used to be friends and would be fine working together.

56. On March 13, 2018, Abell was called by Kahr and Murphy. Abell was told that the investigation regarding Rock was "inconclusive," and there would be no disciplinary action taken.

Abell is Told There is a Completely Unrelated, and Bogus, Employee Investigation Into Her Behavior at the NSM

57. On the same phone call, Abell was also informed of a new and completely unrelated investigation into her behavior at the NSM.

58. Specifically, Kahr told Abell that “someone” complained that they saw Abell “look at her phone for thirty minutes” during one of the NSM sessions, and it was a “kama sutra” website.

59. Kahr asked if these vague allegations were true, and Abell said that yes, she did look at her phone, but for seconds rather than minutes. Abell then explained that she had received a text from one of her physician clients on her personal phone, and that the text in question was neither pornographic nor offensive.

60. Abell then offered to apologize to anyone she may have unintentionally offended, and told Kahr and Murphy that such an incident would never happen again.

61. Abell further stated that was the last time she would open any texts or other items on her phone in front of her coworkers. Abell then described the “kama sutra” message that the physician had sent as related to her Indian culture, and offered to send it on to Kahr for his review.

62. Kahr responded, “I’d rather you didn’t,” and said he would “investigate” and get back to Abell in a few days.

63. The same day, a mere three hours later, Abell received a conference call invite for an 8am call on March 14, 2018.

64. Kahr and Murphy were both present for the March 14, 2018 conference call. Kahr informed Abell that “the final decision to terminate her was concluded by the executive team” because she “did not meet the core values of the company.”

65. Prior to this phone call, there were no warnings, discussions of a performance plan, probation or other steps taken. Abell was summarily terminated based on these vague and conclusory allegations – for alleged conduct that, had a man engaged in the same or similar behavior, would have gone completely unnoticed in Abell’s workplace.

66. This termination was also, at least in part, in retaliation for Abell’s repeated reporting of business irregularities at Pacira.

Abell Noticed, and Reported Upon, Unlawful Business Irregularities at Pacira

67. Soon after her hire, Abell noticed that at Pacira, there was a typical practice of providing monetary disbursements in the form of “grants” to obtain business and facility approvals. Pacira would provide “grants” to potentially high-revenue-generating hospital accounts based on volume (not patient type) to get their product included in the hospital’s formulary and/or to encourage unwilling surgeons and anesthesiologists to use their product.

68. These “grants” were approved by Davis, the Vice President of Strategic Alliance, based on anticipated or potential sales. These sales were then reported and declared as revenue.

69. Abell observed, on a regular basis, that these grant amounts did not appear to be reported or offset against the declared revenue from these sales.

70. In addition, there were a number of accounts designated as “White Space,” meaning that there were no Account Specialists or other Sales personnel dedicated to those accounts. These sales numbers were not reported or recorded in the daily sales reports.

71. When Abell repeatedly asked to see the White Space numbers on various accounts, she was informed by her supervisors that she was only allowed to view the sales numbers on her own accounts – even if she was asked to cover a White Space account.

72. Specifically, Murphy told Abell that he would not share with, or otherwise disclose, these numbers to her.

73. Abell also became aware that Pacira regularly allows Medical Affairs (“MA”) staff, whom are legally only allowed to provide clinical medical information outside of the sales context, to work as sales liaisons generating revenue.

74. For example, Pacira regularly allowed sales representatives to work with a MA liaison since at least 2012.

75. However, pharmaceutical companies are required to keep MA and sales separate to avoid any conflicts between medical information providers and sales representatives. Pacira regularly ignored this distinction and allowed these non-sales and supposedly neutral MA employees to sell their product from their non-commission-based roles. Abell complained to her supervisors, and others, that Pacira’s MA department functions as a disguised sales operation.

76. Another irregularity Abell observed was that Pacira allowed its highly salaried, non-sales Marketing, National Accounts, Strategic Alliance (and MA) departments to directly sell to customers, and to work directly with the sales representatives in doing so. However, these non-sales departments are billed as Pacira’s informative and clinical resource and support system. Pacira’s operating budget makes it look as if these departments are all separate and discrete; in reality, Pacira allows their functions to co-mingle and overlap despite budgeting for each department separately.

77. Abell also noticed that throughout the tenure of her employment, Pacira allowed staff from the same highly salaried, non-sales departments listed in ¶65, *supra*, to participate in incentive programs reserved for incentive-paid sales employees whose compensation is based on sales numbers and performance objectives.

78. For example, Pacira allowed a group of these employees to participate in sales department “Circle of Excellence” (“COE”) incentive and awards trips. This provides an inherent conflict between the resource and support functions of these departments and the incentive-based sales model.

79. Abell brought this issue, which she saw as an ethical and compliance violation, to Murphy and Reiser. They told her, in sum and substance, that it was the executive office’s decision and she should keep her mouth shut.

80. In addition, Abell also learned that the majority of Pacira’s Executive Team and Board of Directors are close personal friends of its Chief Executive Officer, David Stack. This nepotism is an issue because it ensures that David Stack remains in his position, as the group owns a significant quantity of equity holdings in Pacira and are therefore disincentivized from taking any action that could lower the share price or value of those holdings.

81. This was another issue which Abell shared with various of Pacira’s supervisors and officers – with Vice President of Sales (2012-2016) David Kaplan (“Kaplan”) as early as 2014; with Murphy and Reiser repeatedly in 2016, 2017, and early 2018; and as late as the last week of February, 2018, with Pacira Board Member Mark Kronenfeld, MD (“Kronenfeld”).

82. Abell’s understanding is that former Chief Operating Officer Scott Braunstein, resigned abruptly at the end of March, 2018, because he was not comfortable with, *inter alia*, Pacira’s methods of computing revenue or generating sales figures.

83. Since at least 2014, Abell noticed that Pacira’s stock share prices decreased significantly. When Pacira initially offered its stock, it billed Exparel as the next new blockbuster drug on the market and relied on paid and sponsored studies. However, once Exparel was released, it became clear to the public that the product’s effectiveness was largely

dependent on the vascularity of the individual patient. However, Abell realized that Pacira was aware of this issue with Exparel prior to selling its stock, and failed to disclose it, thus initially artificially inflating the price of Pacira's stock.

84. Abell reported these irregularities, which she believed were securities law and/or ethical violations, at various times between at least May 2014 and her termination on March 14, 2018, to the following individuals: Chief Financial Officer (2008-2017) and President (2015-2017) James Scibetta ("Scibetta"); Kronenfeld; Kaplan; Vice President of Sales (2016-2017) Tom Sluby ("Sluby"); Chief Compliance Officer (2016) Bob Weiland ("Weiland"); and her immediate supervisors during the course of her employment, Murphy, McLoughlin, Ciavolella, Tanya Markvicka ("Markvicka"), and Reiser.

85. Each time Abell made a report of these unlawful irregularities over the course of her employment, whether via email or in person, she was told, in sum and substance, 'to mind her own business,' to focus on her work, or was simply unanswered. In other words, Abell's concerns were rebuffed and ignored – just like the misogynistic and sexually charged commentary of her coworkers and supervisors, throughout her tenure at Pacira.

86. When Abell was unjustifiably terminated on March 14, 2018, for allegedly engaging in conduct that did not meet Pacira's "core values," it was conveniently two weeks before the end of the first financial quarter – so that Abell was not entitled to her incentive or commission compensation for that quarter, stock awards, or stock options as an additional punishment for reporting the above irregularities.

87. Abell also left Pacira with no severance pay, or any other benefits or compensation.

88. The circumstances of Abell's unjustified termination have made it effectively impossible for Abell to secure permanent full-time employment in her field.

89. Upon information and belief, Pacira has perpetuated a rumor, now generally known to other companies in her field, that Abell was terminated for sharing a sexually inappropriate website at a national sales meeting and engaging in unacceptable behavior and conduct inconsistent with Pacira's core values.

90. The damage this has done to Abell's reputation within her industry – in which she is an expert, with an otherwise unblemished record – will take years to rebuild, if, and when, Abell is able to secure another comparable position at another company.

Abell Files a Complaint with the SEC Office of the Whistleblower

91. In or about August 2018, Abell prepared to report these irregularities to the relevant authorities.

92. On September 14, 2018, Abell filed a complaint under Section 922(a) of Dodd Frank, 15 U.S.C. § 78u-6(h)(1)(B)(i) as a Whistleblower.

AS AND FOR A FIRST CAUSE OF ACTION
(Sex Discrimination under New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. §§ 10:5-1 to 10:5-49)

93. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "92" with the same force and effect as if fully set forth herein at length.

94. Plaintiff was terminated from a hostile work environment where she was regularly and overtly discriminated against on the basis of her gender, female.

95. The primary basis for the termination of Plaintiff was her sex.

96. The NJLAD prohibits discrimination on the basis of sex.

97. As a direct result of this discrimination, Plaintiff suffered injury and harm in an amount to be determined at trial, and requests a judgment in no event less than \$1,000,000 in compensatory damages; the costs and disbursements of this action, including reasonable attorneys' fees; all relevant interest; and any such other relief to Plaintiff as this Court deems just and proper.

AS AND FOR A SECOND CAUSE OF ACTION
(Sexual Harassment Hostile Work Environment under New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. §§ 10:5-1 to 10:5-49)

98. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "97" with the same force and effect as if fully set forth herein at length.

99. The NJLAD prohibits sexual harassment and a hostile work environment.

100. A hostile work environment is a workplace so riddled with discriminatory intimidation, ridicule, and insult that is sufficiently severe or pervasive to alter the condition of the victim's employment and create an abusive work environment.

101. The environment at Pacira was such that a reasonable employee in Plaintiff's shoes would perceive it as hostile.

102. As a direct result of this hostile work environment, Plaintiff suffered injury and harm in an amount to be determined at trial, and requests a judgment in no event less than \$1,000,000 in compensatory damages; the costs and disbursements of this action; all relevant interest; and any such other relief to Plaintiffs as this Court deems just and proper.

AS AND FOR A THIRD CAUSE OF ACTION
(Retaliation under New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. §§ 10:5-1 to 10:5-49)

103. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "102" with the same force and effect as if fully set forth herein at length.

104. The NJLAD prohibits workplace discrimination, adverse employment decisions and disparate treatment in retaliation for the submission of a complaint alleging discrimination on the basis of gender.

105. Directly after Plaintiff complained of discrimination, and in retaliation therefor, Defendants ratified and condoned Plaintiff's the discriminatory and hostile behavior by failing and refusing to stop that behavior, or to intervene in any way, to protect Plaintiff.

106. Instead, Defendants ratified and condoned this discrimination and retaliation by terminating Plaintiff after crediting vague, conclusory, and ultimately pretextual allegations of conduct that Plaintiff purportedly did not meet Pacira's "core values."

107. Unjustifiably terminating Plaintiff was the ultimate adverse employment action.

108. There was no legitimate non-discriminatory basis for these adverse employment actions.

109. As a direct result of this improper retaliation, Plaintiff has suffered injury and harm in an amount to be determined at trial, and requests a judgment in no event less than \$1,000,000 in compensatory damages; the costs and disbursements of this action, including reasonable attorneys' fees; all relevant interest; and any such other relief to Plaintiff as this Court deems just and proper.

AS AND FOR A FOURTH CAUSE OF ACTION
(NJ Conscientious Employee Protection Act ("NJCEPA"), N.J.S.A. §§ 34:19-1 to 34:19-8)

110. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "109" with the same force and effect as if fully set forth herein at length.

111. The NJCEPA prohibits the retaliatory termination of employees who disclose, or object to, certain actions that the employees reasonably believe are either illegal or in violation of public policy.

112. Plaintiff reasonably believed that Pacira was violating a law, rule or regulation promulgated pursuant to law, or a clear mandate of public policy.

113. Specifically, Pacira was violating 12 U.S.C. § 53 *et seq.*, the Dodd Frank Wall Street Reform and Consumer Protection Act, and various other securities laws, by engaging in these various business irregularities.

114. Plaintiff performed a “whistle-blowing activity” by internally reporting her concerns to corporate officers Kahr, Kaplan, Weiland, Lehmann, and Murphy as well as her immediate supervisors during the course of her employment, McLoughlin, Ciavolella, Markvicka, and Reiser.

115. Plaintiff was then terminated in whole or in part for her whistle-blowing activities.

116. Specifically, because Plaintiff continually made internal report of various business irregularities and Dodd Frank violations, she was silenced by being summarily terminated.

117. Termination is an adverse employment action.

118. Plaintiff also performed a whistle-blowing activity by reporting to the SEC, in filing a complaint under Section 922(a) of Dodd Frank, 15 U.S.C. § 78u-6(h)(1)(B)(i), as a Whistleblower.

119. As a direct result of this adverse employment action after engaging in a protected activity, Plaintiff has suffered injury and harm in an amount to be determined at trial, and requests a judgment in no event less than \$1,000,000 in compensatory damages; the costs and disbursements of this action, including reasonable attorneys' fees; all relevant interest; and any such other relief to Plaintiff as this Court deems just and proper.

AS AND FOR A FIFTH CAUSE OF ACTION
(Section § 922(a) of the Dodd Frank Wall Street Reform and Consumer Protection Act
("Dodd Frank")), 15 U.S.C. § 78u-6(h)(1)(B)(i)

120. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "119" with the same force and effect as if fully set forth herein at length.

121. Under Dodd Frank, 15 U.S.C. § 78u-6(h)(1)(B)(i), it is unlawful for an employer to discharge or retaliate against an employee for engaging in protected whistleblowing activities

122. Plaintiff engaged in protected activity by internally reporting to corporate officers Kahr, Kaplan, Weiland, Lehmann, and Murphy as well as her immediate supervisors during the course of her employment, McLoughlin, Ciavolella, Markvicka, and Reiser.

123. Specifically, Plaintiff reported to the corporate officers of Pacira, and supervisors named in ¶¶ 96 *supra*, numerous allegations of unlawful activity under Dodd Frank. See ¶¶ 66-72 *supra*.

124. Pacira had actual knowledge of Plaintiff's reporting to the individuals named above, and thus engaging in the protected activity

125. Pacira had already engaged in an adverse employment action by terminating Plaintiff, in whole or in part, in retaliation for her internal complaints, a protected activity.

126. This adverse employment action was a result of Plaintiff engaging in protected activity.

127. As a direct result of this adverse employment action after engaging in a protected activity, Plaintiff has suffered injury and harm in an amount to be determined at trial, and requests a judgment in no event less than \$1,000,000 in compensatory damages; the costs and disbursements of this action, including reasonable attorneys' fees; all relevant interest; and any such other relief to Plaintiff as this Court deems just and proper.

JURY DEMAND

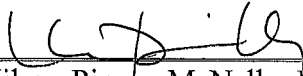
128. Plaintiff hereby demands a jury trial of all the facts and allegations set forth herein under Fed. R. Civ. P. 38(b)(1) and 38(c).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

- a. actual, compensatory, and statutory damages in an amount to be determined at trial;
- b. punitive damages as allowed by law;
- c. reasonable attorneys' fees as allowed by law;
- d. an award of all costs;
- e. any and all such further relief as this Court deems just and proper.

Dated: New York, New York
November 6, 2018



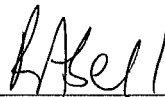
Milena Pisano-McNally, Esq. (DNJ Bar ID: 013942012)
Neal Brickman, Esq.
The Law Offices of Neal Brickman, P.C.
Attorneys for Plaintiff
420 Lexington Avenue, Suite 2440
New York, New York 10170
(212) 986-6840

VERIFICATION

State of New York }
 } ss.:
County of New York }

Reshma Abell, being duly sworn, deposes and says:

I am the Plaintiff herein. I have read the foregoing Complaint, and know the contents thereof. The same are true to my own knowledge, except as to matters alleged on information and belief, and as to those matters, your affiant believes them to be true.



Reshma Abell

Sworn to before me this
2th day of November, 2018.



NOTARY PUBLIC

MILENA G. PISANO-MCNALLY
Notary Public, State of New York
Registration No. 02PI6286725
Qualified in Dutchess County
Commission Expires July 29, 2021

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RESHMA ABELL,

Plaintiffs,

v.

PACIRA PHARMACEUTICALS, INC.,
DAVE STACK, individually and in his
capacity as Chief Executive Officer of
PACIRA PHARMACEUTICALS, INC., and
RICH KAHR, PETER MURPHY, DENNIS
McLOUGHLIN, PAUL CIAVOLELLA,
GELNN REISER, JOYCE DAVIS and
MATT LEHMANN, in their capacities as
employees of PACIRA
PHARMACEUTICALS, INC.,
Defendants.

Civil Action No. 18-16509

ORDER

This matter having come before the Court on Defendant Pacira Pharmaceuticals, Inc.’s (“Pacira”) and Dave Stack’s, Rick Kahr’s, Peter Murphy’s, Dennis McLoughlin’s, Paul Ciavolella’s, Glenn Reiser’s, Joyce Davis’s, and Matt Lehmann’s (collectively, “Individual Defendants” and with Pacira, “Defendants”), Motion to Dismiss,¹ ECF No. 26;

and it appearing that Plaintiff Reshma Abell (“Abell” or “Plaintiff”) opposes the motion, ECF No. 32;

¹ In considering a motion to dismiss under Rule 12(b)(6), the Court accepts as true all of the facts in the complaint and draws all reasonable inferences in favor of the nonmoving party. Phillips v. County of Allegheny, 515 F.3d 224, 233 (3d Cir. 2008). The facts alleged must be “more than mere labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007). A complaint will survive a motion to dismiss if it provides a sufficient factual basis such that it states a facially plausible claim for relief. Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009).

and it appearing that Plaintiff has alleged federal jurisdiction based on diversity of citizenship pursuant to 28 U.S.C. § 1332;²

and it appearing that Plaintiff alleges discrimination on the basis of sex (Count 1), a hostile work environment (Count 2), and retaliation (Count 3), all in violation of the New Jersey Law Against Discrimination (“LAD”), N.J.S.A. § 10:5-1 et seq., and one count of retaliatory discharge in violation of the New Jersey Conscientious Employee Protection Act (“NJCEPA”), N.J.S.A. § 34:19-1 et seq., (Count 4), both against Pacira and the Individual Defendants;³

and it appearing that Defendants seek to dismiss Count 1 (sex discrimination) on the grounds that Plaintiff admits that she was dismissed for a legitimate non-discriminatory reason, for “viewing sexually explicit material at a work conference,” Def. Mem. at 13, ECF No. 26.1;

and it appearing that to withstand a motion to dismiss under the LAD, a plaintiff must allege sufficient factual allegations to support the prima facie elements of the claim, Connelly v. Lane Const. Corp., 809 F.3d 780, 789 (3d Cir. 2016); Schurr v. Resorts Int’l Hotel, Inc., 196 F.3d 486, 498 (3d Cir. 1999);

and it appearing that to state a prima facie case of sex discrimination under the LAD, “a plaintiff must first establish that: (1) she is a member of a protected class; (2) she was qualified for the position in question; (3) she suffered an adverse employment action; and (4) that adverse employment action gives rise to an inference of unlawful discrimination,” Tourtellotte v. Eli Lilly & Co., 636 F. App’x 831, 842 (3d Cir. 2016);

² While Plaintiff has pled her citizenship and that of Pacira, she has not pled the citizenship of the Individual Defendants. She is directed to advise the Court of such citizenship by letter within 14 days.

³ Plaintiff has dismissed Count 5, which alleges violations of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Pl. Mem. at 2 n. 1, ECF No. 32.

and it appearing that to state a claim for a hostile work environment under the LAD, “a plaintiff must show: (1) she suffered discrimination based on a protected class (e.g., gender); (2) the discrimination was severe or pervasive; (3) the discrimination detrimentally affected her; (4) the discrimination would detrimentally affect a reasonable person in like circumstances,” Reynolds v. Jersey City Dep’t of Pub. Works, 2019 WL 117976, at *5 (D.N.J. Jan. 4, 2019);

and it appearing that in her Complaint, Plaintiff does not allege that she was terminated for viewing sexually explicit materials at a work conference;

and it appearing that Plaintiff has sufficiently alleged sex discrimination in Count 1 against Pacira insofar as she alleged that she belongs to a protected class (female), Compl. ¶ 1, that she was qualified for her position, id. ¶¶ 14-17, that she suffered an adverse employment action, (she was terminated), id. ¶¶ 64-65, and that the adverse action occurred under circumstances that could give rise to an inference of intentional discrimination, particularly the events surrounding the National Sales Meeting as described in her Complaint, id. ¶¶ 37-56;

and it appearing that Plaintiff has sufficiently alleged a hostile work environment against Pacira, insofar as she alleged that she suffered discrimination based on her gender, that the discrimination was severe and pervasive, in that she would hear sexually demeaning commentary in a “typical workday,” id. ¶ 19, and that she “was regularly the recipient of sexually charged jokes, commentary and innuendo,” id. ¶ 22, and that the discrimination detrimentally affected her as she was terminated on the basis of her gender, id. ¶¶ 64-65;

and it appearing that the Individual Defendants seek dismissal of the claims asserted against them in Counts 1 through 4;

and it appearing that to state a prima facie case of discrimination against individual defendants under the LAD, a plaintiff must plead sufficient facts to support that ““(1) the party whom the defendant aids must perform a wrongful act that causes an injury; (2) the defendant must

be generally aware of his role as part of an overall illegal or tortious activity at the time that he provides the assistance; [and] (3) the defendant must knowingly and substantially assist the principal violation,” Tarr v. Ciasulli, 181 N.J. 70, 84, (2004) (quoting Hurley v. Atl. City Police Dep’t, 174 F.3d 95, 127 (3d Cir. 1999));⁴

and it appearing that the same standard applies to determine individual liability in a hostile work environment claim, Reynolds, 2019 WL 117976, at *5;

and it appearing that under the LAD, “a harassing supervisor [may] be [held] individually liable for aiding and abetting the actionable conduct of his employer, when the challenged conduct is failing to stop the supervisor’s own harassment,” Hurley, 174 F.3d at 126;

and it appearing that Plaintiff has stated a claim under the LAD against Individual Defendants Kahr, Murphy, and Reiser, because she has alleged that each of these defendants was her supervisor, each was aware of their role in Pacira’s cursory investigation into an altercation between Plaintiff and a male employee at the National Sales Meeting, and that each substantially assisted the principal violation by actually participating in it;

and it appearing that because Plaintiff has not alleged that Stack, McLaughlin, Ciavolella, Davis or Lehmann had any involvement in discriminating against Plaintiff on the basis of her sex, her claims under Count 1 as to these defendants are dismissed, without prejudice;

and it appearing that Plaintiff has not sufficiently alleged that any of the Individual Defendants aided and abetted the alleged hostile work environment and the claims against them in Count 2 are therefore dismissed, without prejudice;

⁴ Courts assess five factors in determining whether an employee “substantially assisted” a violation of the LAD: “(1) the nature of the act encouraged, (2) the amount of assistance given by the supervisor, (3) whether the supervisor was present at the time of the asserted harassment, (4) the supervisor’s relations to the others, and (5) the state of mind of the supervisor.” Tarr, 181 N.J. at 84 (quoting Restatement (Second) of Torts § 876(b) comment d).

and it appearing that Defendants next argue that Plaintiff has failed to state a claim for retaliation under the LAD against the Individual Defendants, Def. Mem. at 22;⁵

and it appearing that to “establish a prima facie case of discriminatory retaliation, plaintiffs must demonstrate that: (1) they engaged in a protected activity known by the employer; (2) *thereafter* their employer unlawfully retaliated against them; and (3) their participation in the protected activity caused the retaliation,” Longo v. Purdue Pharma, L.P., 2014 WL 2800817, at *2 (D.N.J. June 19, 2014) (quoting Craig v. Suburban Cablevision, Inc., 140 N.J. 623, 629–30 (1995));

and it appearing that Plaintiff has alleged that she protested her exclusion from an event at the National Sales Meeting on account of her sex, Compl. ¶¶ 43-45, that other witnesses to that incident reported it to Reiser, id. ¶¶ 48-49, and that Reiser, Murphy and Kahr investigated the incident, id. ¶¶ 50, 55-56, and that Murphy and Kahr later called Plaintiff to inform her that not only would no action be taken against other Pacira employees arising from the National Sales Meeting, id., but that Plaintiff would be terminated, and thus she has stated a claim for retaliation in violation of the LAD against Pacira, and has further stated a claim for individual liability as against Reiser, Murphy and Kahr, as she has alleged that these individuals assisted the primary violation, were aware of their role in doing so, and knowingly and substantially assisted the violation by participating in it;

and it appearing that because Plaintiff has not alleged any facts that McLaughlin, Ciavolella, Davis or Lehmannn substantially participated in her termination in any way, she has failed to allege a claim for retaliation against them;

⁵ Defendants do not independently seek dismissal of the LAD retaliation claim against Pacira beyond their argument that Plaintiff’s Complaint pled that she was terminated for a legitimate non-discriminatory reason, which the Court has already rejected, supra.

and it appearing that although Plaintiff has alleged that Stack was a member of the executive team that approved Plaintiff's termination, Plaintiff has not alleged that Stack was aware of his role in the retaliatory conduct and therefore Count 3 is also dismissed as to him;

and it appearing that the Individual Defendants seek dismissal of Count 4 because Plaintiff failed to allege that they participated in an adverse employment action, Def. Mem. at 24-27;

and it appearing that to state a claim under NJCEPA, a plaintiff must allege (1) that she reasonably believed that her employer was violating either a law, rule or regulation promulgated pursuant to law, or a clear mandate of public policy; (2) that she performed a whistle blowing activity; (3) that an adverse employment action was taken against the plaintiff; (4) and that a causal connection exists between the whistle blowing activity and the adverse employment action, Tonkinson v. Byrd, 2018 WL 1919829, at *4 (D.N.J. Apr. 24, 2018);

and it appearing that to state a claim for individual liability under NJCEPA, a Plaintiff must plead that defendants were individually involved in the conduct amounting to a violation, Michel v. Mainland Reg'l Sch. Dist., 2009 WL 2391293, at *3 (D.N.J. July 30, 2009), but at the pleading stage a plaintiff may allege that a group of defendants were involved in a decision to terminate the plaintiff, and that discovery will determine how each defendant was involved, Tonkinson, 2018 WL 1919829, at *4;

and it appearing that Plaintiff has alleged that she reasonably believed her employer was violating regulations governing revenue sharing between sales and medical employees, Compl. ¶¶ 73-79, revenue recognition rules, id. ¶¶ 67-72, and securities laws, id. ¶¶ 81-83, that she reported these violations, id. ¶¶ 84-85, and that she was terminated following her reports, id. ¶¶ 64-65, she has stated a claim under NJCEPA against Pacira;

and it appearing that Plaintiff has alleged she reported various allegedly unlawful conduct to Murphy, Reiser, McLoughlin, and Ciavolella prior to her termination, and therefore, at this stage, has stated a claim against them individually for violations of NJCEPA;⁶

and it appearing that while Plaintiff has further alleged that the final decision to terminate her employment was made by the “executive team,” *id.* ¶ 64, there is no allegation that Stack was involved in the decision to terminate her, and Plaintiff therefore has not plausibly alleged that he is individually liable under NJCEPA;

and it appearing that Plaintiff’s only allegations regarding Davis and Lehman are that they reported to Stack, *id.* ¶¶ 8-9, and that Davis was allegedly involved in unlawful conduct that Plaintiff reported, *id.* ¶ 68, but because she has not alleged that they were in any way involved in her termination, she has failed to state a claim under NJCEPA against these defendants;

IT IS on this 31st day of July, 2019,

ORDERED that, Defendants Motion to Dismiss is **DENIED** on all counts as against Pacira, but is **GRANTED** as to Count 1 against Stack, McLaughlin, Ciavolella, Davis and Lehmann, and further **GRANTED** as to Count 2 against all Individual Defendants, and further

⁶ The text of NJCEPA precludes Plaintiff from asserting both an NJCEPA claim and a LAD retaliation claim, if the two claims “require[] the same proofs.” *Estate of Oliva ex rel. McHugh v. New Jersey*, 604 F.3d 788, 803 (3d Cir. 2010); *see also* N.J.S.A. § 34:19-8. This provision does not prevent Plaintiff from asserting both LAD retaliation claims and NJCEPA claims here because she pleads the two differently: her LAD retaliation claim is based on her reporting of the discriminatory treatment at the National Sales Meeting, while her NJCEPA claim is based on her numerous other reports of potentially unlawful business practices. *Compare* Compl. ¶¶ 104-08 (LAD retaliation claim based on reporting of discriminatory treatment at National Sales Meeting) *with id.* ¶¶ 110-15 (NJCEPA claim based on Plaintiff’s reporting of various other alleged business irregularities).

GRANTED as to Count 3 against Stack, McLaughlin, Ciavolella, Davis and Lehmann, and further

GRANTED as to Count 4 against Stack, Davis and Lehmann.

/s/ Madeline Cox Arleo

Hon. Madeline Cox Arleo

UNITED STATES DISTRICT JUDGE

EXHIBIT 3

James J. Panzini, Esq. (Bar ID: 022101990)
Pooja Bhutani, Esq. (Bar ID #169592016)
JACKSON LEWIS P.C.
766 Shrewsbury Avenue, Suite 101
Tinton Falls, New Jersey 07724
(732) 532-6148
ATTORNEYS FOR DEFENDANTS

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RESHMA ABELL,

Plaintiff,

v.

PACIRA PHARMACEUTICALS, INC.,
DAVE STACK, individually and in his
capacity as Chief Executive Officer of
PACIRA PHARMACEUTICALS, INC.,
and RICH KAHR, PETER MURPHY,
DENNIS McLOUGHLIN, PAUL
CIAVOLELLA, GLENN REISER, JOYCE
DAVIS AND MATT LEHMANN, in their
capacities as employees of PACIRA
PHARMACEUTICALS, INC.,

Defendants.

Civil Action No.:
2:18-cv-16509-MCA-LDW

**STIPULATION OF VOLUNTARY
DISMISSAL PURSUANT TO F.R.C.P.
41(a)(1)(A)(ii)**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff

Reshma Abell and Defendants Pacira Pharmaceuticals, Inc., Rich Kahr, Peter Murphy, Dennis
McLoughlin, and Paul Ciavolella, through their undersigned counsel who are authorized to enter
this stipulation, that pursuant to Rule 41 of the Federal Rules of Civil Procedure, that this action
and all claims asserted against individual Defendants Dennis McLoughlin and Paul Ciavolella, are
hereby dismissed in their entirety, with prejudice, and without costs or attorneys' fees to any party.

LAW OFFICES OF NEAL BRICKMAN, P.C.
The GrayBar Building
420 Lexington Avenue, Suite 2811
New York, New York 10170
Attorneys for Plaintiff

/s/ Jason A. Stewart
Jason A. Stewart, Esq.
Attorneys for Plaintiff

Dated: May 6, 2021

JACKSON LEWIS P.C.
766 Shrewsbury Avenue, Suite 101
Tinton Falls, New Jersey 07724
Attorneys for Defendants

/s/ James J. Panzini
James J. Panzini, Esq.
Pooja Bhutani, Esq.

Dated: May 6, 2021

EXHIBIT 4

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1 to what the target range and position, I am
2 pretty sure.

3 Q So that would be information
4 that would be conveyed to, for example, the
5 recruiters?

6 A Correct.

7 Q Were you involved in the
8 interview process for Reshma Abell?

9 A No.

10 Q When was Reshma Abell hired?

11 A I am not 100 percent certain
12 about that.

13 Q Do you know who was involved in
14 the hiring process that hired Reshma Abell?

15 A Not 100 percent about that
16 either. My guess is on the HR side it probably
17 would have been a recruiter at HR and probably
18 the HR Business Partner that was with Pacira at
19 the time.

20 Q Is an HR Business Partner, is
21 that a role within the HR Department?

22 A It is.

23 Q And back in 2014, who would have
24 been the HR Business Partner?

25 A Her name was Leslie Hyman.

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1 Q Does Leslie Hyman remain
2 employed with Pacira?

3 A No.

4 Q When did her employment come to
5 an end?

6 A I am not -- off the top of my
7 head, can't confirm the specific date, it would
8 have been probably in the 2017 timeframe.

9 Q Between 2014 and 2017, did
10 Leslie Hyman hold the same title of HR Business
11 Partner?

12 A I joined the company in some
13 stage of 2014. Prior to when I got there, they
14 were called HR Managers or HR Directors,
15 depending on which job you are talking about and
16 put a new organization design in place of which
17 those same -- those same jobs are referred to now
18 as HR Business Partners.

19 Q So not including the time prior
20 to your employment at Pacira, but from then
21 forward, did Leslie Hyman maintain the same title
22 as HR Business Partner?

23 A Correct.

24 Q Mr. Kahr, your role within the
25 HR Department is what?

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1 A HR Vice President.

2 Q What are the duties and
3 responsibilities of the HR Vice President?

4 A Basically to lead the HR
5 strategy for the company, to lead the team of HR
6 professionals that we have on the team. And to
7 ensure that, you know, we support the business
8 strategy, that HR is aligned with the business
9 strategy.

10 Q How many HR professionals are a
11 member of the HR Department?

12 A As of today, 12.

13 Q And back in the years between
14 2014 and 2018, was it approximately the same?

15 A No, it's gotten -- as our
16 business has grown, it's gotten larger. When I
17 joined, it was roughly six. So, yeah, it's -- we
18 have almost doubled in size, we have doubled in
19 size now.

20 Q In addition to providing
21 leadership in terms of HR strategy, as HR Vice
22 President, do you have any other duties and
23 responsibilities?

24 A Well, I think it all kind of for
25 me trails back to that. I mean at the end of the

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1 day my primary responsibility is to ensure we are
2 putting HR strategies in place to help the
3 company succeed and meet the growth targets for
4 the organization. Beyond that everything is
5 secondary.

6 Q As part of your role as HR Vice
7 President, do you from time to time become
8 involved in the day-to-day affairs of the HR
9 Department?

10 A Hopefully so but, you know, I
11 try not to get bogged down in the details but I
12 don't think I would be doing my job if I wasn't
13 pretty much in the loop in terms of some of the
14 key things going on in the company, yeah.

15 Q So what would be some of the
16 duties and tasks that you would undertake in that
17 capacity?

18 A I mean any of the folks working
19 for me right now, whether they are HR Business
20 Partners or center of excellence leaders, any of
21 the things going on in their area would be things
22 that would be things that I am probably involved
23 in, and, you know, have some say in.

24 Q So are you at times involved in
25 the hiring process?

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1 A At times, yeah, not in every
2 case, but in many cases, yes.

3 Q And in the event where there is
4 complaints, are you at times involved in the
5 investigatory process?

6 A Same answer, not in every case,
7 but in many cases, yes.

8 Q And where there are adverse
9 employment actions taken against an employee, are
10 you involved at times in those circumstances?

11 A At times.

12 MR. PANZINI: Object to form.

13 Q At times where there are
14 corrective actions taken against an employee, are
15 you at times involved in that process?

16 A Same answer, at times.

17 Q And has that been the same since
18 you were first employed in 2014 to present?

19 A Yes.

20 Q And what role, if any as HR Vice
21 President do you have with respect to employee
22 promotions?

23 A As part of our year end
24 compensation process, all of our managers are
25 asked to go ahead and make recommendations around

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1 potential promotions. Those get captured just
2 like the compensation recommendations, as part of
3 that whole process, they get captured in the
4 tool, the compensation tool, ultimately go
5 through the same level of approvals and roll up
6 to the final level of approval which would be,
7 you know, a combination of the executive team
8 leader for that area, myself and the CEO. So I
9 would see an overall summary of promotions at the
10 end of the process.

11 Q You used the phrase earlier an
12 off cycle adjustment and I just want to be clear,
13 what did you mean by an off cycle adjustment with
14 respect to compensation?

15 A I mean as moves happen during
16 the year, if somebody moves from one area to
17 another, if there is a promotion as a result of
18 somebody taking an open position, that would be
19 what I would refer to as an off cycle. It
20 wouldn't -- most promotions are managed at year
21 end but there are those odd cases where during
22 the year somebody moves to a higher level
23 position and they get promoted accordingly or,
24 you know, based on their performance, you know,
25 it's deemed that an adjustment should be made for

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1 whatever.

2 Q So earlier you told us about a
3 review process whereby compensation
4 recommendations were made and promotions,
5 recommendations were made and that's done on an
6 annual basis with a roll up process. Correct?

7 A Correct.

8 Q And then would it be changes or
9 adjustments that are made outside of that process
10 would be considered off cycle adjustments?

11 A Correct.

12 Q What is the process by which
13 Pacira goes into developing a new job description
14 or new role within the company?

15 A Typically it would start with
16 the immediate supervisor or manager, you know, if
17 they want to advocate to fill a new position,
18 they would, you know, fill out a job description
19 and submit it through the review process for
20 approval with their immediate manager and
21 functional leadership and ultimately it goes into
22 a review process that, you know, goes into
23 headquarters but that's how it normally is
24 initiated.

25 Q Is that ultimately signed off

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1 upon by the CEO of the company?

2 A As a matter of fact, he does
3 review all open positions, whether they are
4 replacements or new positions, ultimately get
5 captured on a weekly basis and reviewed with him.
6 So yes, in our case, we are a smaller
7 organization, he does have final sign off on
8 filling any open positions.

9 Q When you say final sign off, is
10 that mean upon his sign off, there is no further
11 sign offs that are required?

12 A No.

13 Q Does Pacira maintain a process
14 by which they set forth development plans for
15 their employees?

16 A Development plans?

17 Q Yes.

18 A Yes.

19 Q And what is the process with
20 respect to development plans?

21 A Well, it's as simple as part of
22 the performance review process, you know, people
23 pull their objectives together, they get assessed
24 against those objectives and then at year end,
25 based on the outcomes from that performance

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1 of John Park where there was a reported
2 occurrence at the national sales meeting, did the
3 HR representative that was present participate in
4 any fact finding concerning any complaints made
5 at that meeting?

6 A No, I handled that myself.

7 Q And what about with respect to
8 the complaints that arose out of the February
9 2018 national sales meeting, was there any -- HR
10 representatives other than yourself involved in
11 the investigation or fact finding process?

12 A No.

13 Q Did there come a point in time
14 that you were made aware of an -- of a certain
15 series of events that transpired at the national
16 sales meeting in February of 2018?

17 MR. PANZINI: Object to form.
18 Go ahead.

19 A Yes.

20 Q And how were you first made
21 aware of the occurrences at the national -- at
22 the 2018 national sales meeting?

23 A Actually I initially heard it
24 from Leslie who told me that a number of the
25 senior leaders had come to her and voiced

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1 concerns around an issue down there.

2 Q And what was it that Leslie told
3 you?

4 A She told me that there was an
5 inappropriate conflict between Reshma and Rob
6 Rock.

7 Q Did she provide you any details
8 concerning that conflict?

9 A She -- she told me that that was
10 reported to her by both Glen Riser and Pete. And
11 that, you know, there had been reportedly some
12 conflict or confrontation between the two of them
13 at the meeting, beyond that she didn't know much
14 more than that at the time.

15 Q When in time was that report
16 made by Leslie to you?

17 A Well, I don't remember exactly
18 without reviewing my records, I would say that it
19 was -- I think I heard about it on Monday night
20 and the meeting starts on I think Sunday night.
21 So it was literally a day into the meeting when
22 something happened. I think, you know, the
23 events were on a Monday night, if I'm not
24 mistaken, could be wrong, it could be Tuesday but
25 I think it was Monday and I was made aware that

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1 evening that there was an issue.

2 Q Were you made aware the evening
3 that the issue occurred?

4 A Yes.

5 Q And you were first made aware by
6 Leslie?

7 A Yes.

8 Q Were you made aware by email or
9 telephone or something else?

10 A Both.

11 Q After you were made aware by
12 Leslie about what occurred, were you also
13 informed by anybody else?

14 A Well, I asked Leslie to have
15 Pete and Glen call me to provide me with more
16 specifics on the conflict.

17 Q Did that call take place that
18 same evening?

19 A No, I mean that I think happened
20 the following morning.

21 Q What did you learn during that
22 call on the following morning?

23 A Simply that Rob and Reshma
24 reportedly had a run in between each other that
25 reportedly started at the hotel when Rob and

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1 members of his team were going to go over to an
2 event that they had planned at Top Golf, that
3 there was an ensuing conflict between the two of
4 them at Top Golf and that there was further
5 issues upon return to the hotel.

6 Q At that point did you provide
7 either Pete or Glen with any instructions?

8 A I asked them that, you know, if
9 I were to look into this, and we agreed that I
10 was the right person to do that since Leslie was
11 there and we needed somebody to do -- given the
12 fact that it involved a Region Business Director
13 or somebody more senior, I asked them to provide
14 me any facts or witnesses that could help, you
15 know, do an orderly investigation into what
16 happened and I think they, at least Glen turned
17 around and maybe sent me an email with some
18 people that he thought were present in all three
19 of those situations, that either he had witnessed
20 himself or heard from other people but it was a
21 list of, you know, other sales resources and some
22 other managers.

23 Q Did you ask Pete or Glen to have
24 any conversations with anybody at the national
25 sales meeting concerning what transpired between

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1 would have been in the position to confirm to me
2 was there an issue between the two of them and if
3 so, what did they see and what did they hear.

4 Q Was part of your investigation
5 looking into whether or not Reshma's gender
6 played any part in the conflict between Rob and
7 Reshma?

8 A No.

9 Q You didn't look into that at
10 all?

11 A What was -- I don't understand
12 the question.

13 Q So I'll ask it a little bit
14 differently.

15 As part of your investigation,
16 was there any focus paid on whether or not Rob
17 Rock's action and comments towards Reshma were in
18 anyway motivated by the fact that Reshma was a
19 woman?

20 A You know, during my
21 investigation, first of all, I didn't get that
22 sense from talking to Reshma that that was the
23 basis for her complaint against him, it was his
24 inappropriate behavior and how he talked to her
25 and how he projected to her in front of other

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1 people. That's what I got from Reshma, I didn't
2 get that he was in anyway harassing her based on
3 the fact she was a woman.

4 Q What was it that you understood
5 from Reshma that Rob's words were conveying, what
6 were his words and actions conveying?

7 A He was not professional. I mean
8 I am -- I am summarizing the take away from what
9 she told me, basically said that he was over the
10 top, animated, unprofessional, and, you know, she
11 didn't deserve that behavior, especially from a
12 manager, that's the take away I had from my
13 conversation with Reshma.

14 Q Was there any consideration paid
15 to the portion of the commentary made by Rob Rock
16 that Reshma should be attending the women's
17 leadership dinner?

18 MR. PANZINI: Object to form but
19 go ahead.

20 A I don't know if he ever told me
21 that. You know, it clearly came up as part of
22 the investigation of why Reshma ended up going to
23 Top Golf and not -- is because she didn't want to
24 go to the women's event and she had reasons for
25 not doing that. And there was no issue from my

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1 standpoint in that.

2 Q Were there any issues from Rob
3 Rock's standpoint in Reshma doing that?

4 A No, I think Rob's primary
5 concern was, again, I am paraphrasing, she
6 crashed his meeting with his guys when she wasn't
7 invited.

8 Q And none of the women from Rob
9 Rock's team was present at the Top Golf event.
10 Correct?

11 A I don't believe so but I'm not
12 100 percent certain, I don't believe there was
13 any other women there but I'm not 100 percent
14 certain of that.

15 Q When you say it was Rob's event
16 with Rob's guys, are there certain individuals
17 you are referring to as Rob's guys?

18 A His team.

19 Q The males on his team?

20 A Yeah, because the women were all
21 in the women's event.

22 Q And the -- back in February of
23 2018 Rob Rock is a Regional Sales Director.
24 Correct?

25 A Correct.

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1 Q Regional Business Director?

2 A Yes.

3 Q And he's in the southeast
4 Florida region. Correct?

5 A Correct.

6 Q Do you know how many Surgical
7 Account Specialists were members of his team?

8 A I don't.

9 Q Do you know if the -- if the
10 gender breakout between the number of members of
11 Rob Rock's team, how many were men, how many were
12 women?

13 A I don't.

14 Q Do you know how many Surgical
15 Account Specialists generally are assigned
16 underneath the Regional Business Director?

17 A Eight to ten as a norm.

18 Q Were you involved in anyway in
19 preparing the defendant's response to plaintiff's
20 first set of Interrogatories?

21 A Can you please repeat that?

22 Q Were you involved in, in the
23 course of this litigation, the plaintiff's served
24 a demand for a set of Interrogatories which were
25 required to be responded to. Were you involved

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1 Q And does Mr. Rock attach the
2 same document that was sent to you on February 17
3 to this email correspondence?

4 A Yes.

5 Q And within the body of the
6 email, is there an indication that incidents were
7 reported to Leslie Hyman on February 13 and on
8 February 14?

9 A That was his, you know, his
10 statement, yeah.

11 Q Do you have any reason to
12 believe that's inaccurate?

13 A Well, I have every reason to
14 believe that not everything Rob said was
15 accurate, yeah.

16 Q Did Leslie Hyman ever discuss
17 with you any complaint being made to her on
18 February 13 by Rob Rock concerning claims of
19 sexual harassment, hostile work environment or
20 bullying and that these claims were protected by
21 whistleblower laws?

22 A Not to my knowledge, no.

23 Q Who made the decision to
24 terminate Reshma Abell?

25 A That was a collective decision

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1 by legal and HR.

2 Q When you say collective decision
3 by legal and HR, is there certain individuals
4 that were involved in that decision making
5 process?

6 A Yes.

7 Q Who were those individuals?

8 A Kristen Williams, Chief
9 Administrative Officer, and Tony Malloy, our
10 Chief Legal Officer and myself.

11 Q And what was the process by
12 which the determination to terminate Reshma was
13 arrived at?

14 A Simply providing a summary of
15 the facts regarding the situation with Reshma
16 opening up an inappropriate site at the meeting,
17 the confirmation of such, her acknowledgement of
18 that and the fact that that behavior was
19 unwarranted and unacceptable in our environment,
20 in our culture, could not be tolerated.

21 Q Were Reshma's comments
22 concerning the women's leadership meeting taken
23 into account in determining whether or not the
24 termination was appropriate?

25 A What part of her words on the

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1 women's leadership, the fact that she didn't go?

2 Q Any portion of what transpired
3 concerning the women's leadership meeting?

4 A Well, they were made aware of
5 the fact that the initial investigation into the
6 incident between Rob and Reshma --

7 MR. PANZINI: Go ahead.

8 MR. STEWART: Just -- he's in
9 the middle of an answer.

10 MR. PANZINI: Yeah, well --
11 there is a privilege issue here, it's
12 communication with counsel. So just -- he's
13 talking about his conversations, when I believe,
14 when he said they, with Anthony Malloy who is
15 in-house counsel and I believe Kristen Williams,
16 also in-house counsel that -- I am going to put a
17 -- those are privileged conversations. So that's
18 what I wanted to put on record, that's why I
19 interrupted in the middle, I normally wouldn't do
20 that, you have sat through enough depositions
21 with me to understand that, but I thought he was
22 going into an area where he's talking about
23 privileged conversation between counsel and the
24 client regarding legal advice.

25 Q What is Kristen Williamson's

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1 title at Pacira?

2 A Chief Administrative Officer,
3 legal and HR report to her.

4 Q What is Anthony Malloy's title
5 at Pacira?

6 A He's Associate General Counsel,
7 he's the chief -- doesn't have the chief legal
8 officer title but he's the head of legal.

9 Q In the course of having
10 conversation with Kristen Williamson, were any
11 conversations held directly between yourself and
12 Kristen Williamson concerning the termination of
13 Reshma Abell? The question was not about what
14 you were talking about, the question --

15 MR. PANZINI: He's not asking
16 you what the conversation, what was said, but --

17 A Did I have a conversation with
18 Kristen, yeah.

19 Q Directly with just Kristen?

20 A With what?

21 Q Just with Kristen?

22 A With Kristen and Tony.

23 Q Did you ever have any
24 conversations with Kristen outside the presence
25 of Tony?

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1 A No.
 2 Q How many conversations were
 3 held?
 4 A One.
 5 Q How long did that conversation
 6 last?
 7 A Half an hour.
 8 Q Was Kristen Williams provided an
 9 opportunity to review your investigative notes
 10 before your conversation?
 11 A She was sent those in advance,
 12 yes.
 13 Q And what was the basis upon
 14 which Reshma was ultimately terminated?
 15 A I thought you already asked that
 16 question.
 17 Q Forgive me, we have been doing
 18 this for awhile, if you can just give me an
 19 answer?
 20 A Basis was that the behavior that
 21 she exhibited at the national sales meeting with
 22 opening up an inappropriate site that made others
 23 feel uncomfortable at the meeting was not
 24 something we could support in our culture and
 25 that it was an egregious violation of our, you

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1 know, values and our, you know, anti-harassment
 2 policy in our handbook.
 3 Q And was any consideration given
 4 to Reshma's disciplinary history before making
 5 that determination?
 6 A No. Pretty sure she didn't have
 7 any disciplinary history.
 8 Q That's the point.
 9 Was there a specific policy
 10 within the Employee Handbook pertaining to the
 11 viewing of materials on personal cell phones?
 12 A No, I don't think there is
 13 anything that specific in the handbook, no.
 14 Q At any point in time were you
 15 made aware of any other individuals at the
 16 national sales meeting viewing the same Kama
 17 Sutra material?
 18 A No.
 19 Q At any point in time were you
 20 ever made aware of any other individuals showing
 21 other people the same Kama Sutra material that
 22 Reshma was alleged to have been showing other
 23 individuals?
 24 A No.
 25 Q Were you ever made aware that

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1 Michael Massicotte and Dave Heritage were also
 2 viewing and sharing these same Kama Sutra
 3 materials at the national sales meeting?
 4 A No, I don't know who those
 5 individuals are.
 6 Q Did Roxanne Doherty provide you
 7 specific details about what transpired in the
 8 moments surrounding Reshma purportedly showing
 9 Kama Sutra materials?
 10 A Ask that question again.
 11 Q Did Roxanne Doherty provide
 12 specific details concerning the happenings around
 13 Reshma viewing Kama Sutra materials at the
 14 national sales matter meeting?
 15 A She said she was creating a
 16 distraction among a number of sales employees and
 17 was viewing an inappropriate website and asked
 18 her to shut it down.
 19 Q Did you ask the name of those
 20 other sales associates that were present?
 21 A She didn't recall.
 22 Q My question was a little bit
 23 different, did you ask the name of --
 24 A I did, yeah.
 25 Q And the response you received

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1 was?
 2 A She couldn't recall who the
 3 people were that were standing there.
 4 Q The women's leadership meeting
 5 that occurred at the national sales meeting in
 6 2018, do you know who planned that event?
 7 A I think it was Kristen Williams.
 8 She's the -- basically the executive sponsor of
 9 basically what they call Power which is the
 10 women's, you know, basically a women's affinity
 11 group at Pacira.
 12 Q Have there since been other
 13 women's leadership meetings at subsequent
 14 national sales meetings?
 15 A I am not 100 percent certain but
 16 I believe there was at the last meeting, yes.
 17 Q And is that a program or a
 18 meeting series which Kristen Williamson continues
 19 to remain involved with?
 20 A Yes.
 21 Q Was Joyce Davis at all involved
 22 in the 2018 national sales meeting?
 23 A I believe so but I am not 100
 24 percent certain. I mean she's a senior leader in
 25 the organization and she normally does play some

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1 A As a record of who attended the
2 leadership team meeting?

3 Q Yes, you do recognize what's
4 been marked as Plaintiff's 50?

5 A You know, I vaguely remember it,
6 I don't --

7 Q Have you seen this document
8 before today?

9 A Probably at the time that it was
10 sent over to counsel, yeah, I don't know if I
11 looked at it close because I just assumed
12 whatever they pulled together here was an
13 accurate listing of who was there.

14 Q And do you believe -- withdrawn.

15 Is Plaintiff's 50 a true and
16 accurate representation from your perspective of
17 the individuals who attended the women's
18 leadership meeting in the Pacira 2018 national
19 meeting?

20 A I have no reason to dispute it
21 but I mean I am not 100 percent certain. I mean
22 I wasn't part of pulling it together.

23 Q Do you know who pulled it
24 together?

25 A No, it probably would have been

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1 somebody, you know, in the sales organization
2 that was associated with that -- with that
3 dinner.

4 Q Are you aware of -- withdrawn.

5 What were the -- what was the
6 determination made with respect to the outcome of
7 the investigation concerning Rob Rock and his
8 conduct at the 2018 national sales meeting?

9 A With the incident that happened
10 between he and Reshma?

11 Q However you want to describe it
12 to me.

13 A No, I think there was no
14 conclusive information that I was able to get my
15 hands around that could confirm that, you know,
16 either one of them did anything that was -- that
17 would rise to a level of, you know, any form of
18 discipline so as far as we were concerned, you
19 know, the case was basically being set aside.

20 Q And thereafter was Rob Rock
21 caused to be terminated by Pacira?

22 A He was terminated, yes.

23 Q For what reason?

24 A Sorry?

25 Q For what reason?

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1 A Based on a further evaluation
2 into what transpired with him leaving the meeting
3 with out authorization, that decision by senior
4 leadership in sales was that he be terminated for
5 that because not receiving authorization to leave
6 the meeting.

7 Q And who made the determination
8 with respect to Rob Rock's firing?

9 A That would have been the head of
10 sales, Pete.

11 Q Other than Pete Murphy, did
12 anybody else weigh in with respect to Rob Rock's
13 termination?

14 A It would have been the same
15 folks that I mentioned to you earlier that are
16 involved in decisions like this, legal and HR,
17 the legal leadership and HR. So I was part of
18 that decision making process as with Tony.

19 Q Was Pete Murphy involved in the
20 decision making process of terminating Reshma?

21 A No.

22 Q Is Pete Murphy still employed by
23 Pacira?

24 A No.

25 Q How did Pete Murphy's employment

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1 come to end at Pacira?

2 A He found another job.

3 Q Did he resign his position at
4 Pacira?

5 A He did.

6 Q When was that?

7 A I am going to say a year ago.
8 Not even that long ago, six, nine months ago,
9 maybe.

10 Q Does Matt Lehmann remain
11 employed by Pacira?

12 A No, he also is no longer with
13 the company.

14 Q And what was Matt Lehmann's role
15 at Pacira?

16 A At the time I believe he was --
17 I don't remember what his title was but he had
18 marketing, all of marketing and all of commercial
19 training, he did not have sales I don't believe
20 at that time. So it was marketing, commercial
21 training and maybe the sales analytics function,
22 to the best of my recollection.

23 Q I'd like to show you what we
24 will be marking as Plaintiff's 51 and here is a
25 copy for counsel. This is Pacira1261 and 1262.

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1 appealing to Scott because he probably had, you
2 know, previously had a quasi relationship with
3 Scott in some manner and hopes that Scott to help
4 him navigate through this is why he did it.
5 Because he sent several similar notes to several
6 people.

7 Q And Plaintiff's 23, is this a
8 true and accurate representation of an email sent
9 from Scott Braunstein to yourself on February 15
10 of 2018?

11 A Yeah, he sent it to me as an
12 FYI.

13 Q Did you have any conversation
14 with Scott Braunstein concerning this email?

15 A No, Scott was not involved in
16 this situation at all. He got pulled it into it
17 obviously by Rob because Rob was looking for some
18 supporters but, I mean, Scott was not even
19 tangentially involved in this.

20 (Whereupon, Exhibit 53, Email
21 from Matt Lehman dated March 13, 2018, is
22 received and marked for Identification by the
23 reporter.)

24 Q Do you recognize what's been
25 marked as Plaintiff's 53?

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1 A Uh-huh, yes.

2 Q And what do you recognize
3 Plaintiff's 53 to be?

4 A Just that Rob sent a farewell
5 note to Matt about him being terminated and Matt
6 acknowledging to me that he got this note from
7 Rob and it sounds like both he and Kristen were
8 in the room with Rob.

9 Q And where he's making reference
10 to being in the room with Rob, that's dating back
11 to the conversation that transpired following Rob
12 Rock leaving the sales meeting and returning.
13 Correct?

14 A That's correct.

15 Q And again Rob Rock within this
16 correspondence makes mention concerning
17 allegations that were made to Leslie Hyman on
18 February 13. Correct?

19 A Well, that's what he alleges,
20 but, you know, yeah.

21 MR. STEWART: Subject to any
22 follow-up, I have no further questions. Thanks
23 for your time today.

24 MR. PANZINI: Just a couple.
25

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1 CROSS EXAMINATION BY MR. PANZINI:

2
3 Q Mr. Kahr, in your capacity as
4 head of HR, would you generally be looped into
5 the creation of a new position at Pacira?

6 A Yes, I would.

7 Q Okay.

8 A The process normally has, when
9 managers want to get approval for a new position,
10 they create a requisition, attach a job
11 description, it's submitted within the system and
12 it routes through successive managerial levels,
13 myself and the CEO. They all need to approve it.

14 Q Were you aware -- strike that.

15 Were you ever contacted
16 regarding the creation of a new position called
17 the Director of Postop Pain Management?

18 A No.

19 Q Would it be fair to say you
20 never saw any --

21 A No requisition, no job
22 description, never got brought to my attention.

23 MR. PANZINI: I have nothing
24 further.

25 THE VIDEOGRAPHER: The time is

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1 now 5:17. This will end this evening's
2 deposition.

3 (Whereupon, the deposition is
4 concluded at 5:18 p.m.)
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EXHIBIT 5

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1 A. I'm sorry. Yes.

2 Q. And were you part of the --
3 withdrawn.

4 Did you hire or were you
5 part of the hiring process that brought
6 Reshma onto the team?

7 A. Yes.

8 Q. And what did that process
9 entail, the hiring process?

10 A. Conducting interviews,
11 working with recruiters to identify
12 potential employees. And I conducted a
13 number of interviews, and ultimately --
14 you know, conducted interviews to
15 establish who would be the best fit
16 potentially.

17 Q. And how did you first come
18 to become acquainted with Reshma?

19 A. Through a recruiter who
20 provided me with her information.

21 Q. And did you ultimately
22 interview Reshma?

23 A. I did.

24 Q. Do you know if you met with
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1 her on more than one occasion to
2 interview with her?

3 A. I believe it was once.

4 Q. Does the recruiting process
5 entail there being multiple interviews?

6 A. Sometimes.

7 Q. Do you have a recollection
8 of Reshma's hiring process and whether
9 she was interviewed on more than one
10 occasion?

11 A. I don't recall.

12 Q. When the decision was made
13 to move forward with Reshma as a
14 candidate, were there other stakeholders
15 that were involved that had approval of
16 her being hired or was the decision
17 ultimately yours?

18 MR. PANZINI: Objection to
19 form. But go ahead and answer.

20 THE WITNESS: I believe at
21 the time there was -- there needed
22 to be an approval from my superior
23 in order to -- I don't know if --
24 yeah, there was definitely a
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1 sign-off with the area sales
2 manager above me.

3 BY MR. STEWART:

4 Q. And back in 2014, who would
5 that have been?

6 A. Dennis McLoughlin.

7 Q. And what was his title at
8 the time?

9 A. To the best of my
10 recollection, it was area sales -- area
11 sales director for the east.

12 Q. And was that the position
13 that ultimately you were promoted into in
14 approximately July of 2017?

15 A. Correct.

16 Q. And from 2014 until 2017,
17 was Dennis McLoughlin the area sales
18 director above you for the entire time?

19 A. To the best of my
20 recollection, yes.

21 Q. During the time that you
22 were in the northeast regional manager
23 from when Reshma was hired until you were
24 promoted, did she report directly to you
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1 during that entire time?

2 A. Yes.

3 Q. Were you involved with a
4 process of preparing her -- withdrawn.

5 Did Pacira have a process
6 that -- a process for doing employee
7 reviews on an annual and biannual basis?

8 A. Yes.

9 Q. And were you involved with
10 the preparation of Reshma's biannual and
11 annual reviews from 2014 to 2017?

12 A. Yes.

13 Q. Was there anyone else that
14 would have been involved in that process?

15 A. The area sales manager for
16 the east would be involved.

17 Q. And that would have been
18 Dennis McLoughlin?

19 A. Correct.

20 Q. And when you were promoted
21 to area sales manager, did somebody come
22 and fill the role eventually of the
23 northeast regional manager?

24 A. Yes.

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1 withdrawn.

2 Can you describe to me, I
3 guess, what the circle of excellence and
4 president's club is?

5 A. Circle of excellence club is
6 a reward trip for the top -- I believe
7 it's the top ten sales representatives
8 from a performance perspective. They
9 were -- they received an award trip
10 annually.

11 Q. And do you recall if Reshma
12 received or was honored in the circle of
13 excellence during the course of her
14 employment at Pacira?

15 A. She was.

16 Q. Do you know if she was
17 honored in that regard in each year that
18 she was employed there?

19 A. I don't recall if it was
20 each year. I know -- I believe it was
21 more than once.

22 Q. Did Pacira -- during the
23 time that you were employed with Pacira,
24 did Pacira maintain any kind of leader

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1 board, whether it's on a quarterly basis
2 or an annual basis, reporting on the
3 various results of either sales of units
4 or growth of regions with respect to
5 various sales reps?

6 A. Yes, there was a circle of
7 excellence update that went out to the
8 field that showed where the individual
9 sales reps, or surgical account
10 specialists, where they sat during that
11 particular time of year, when it went
12 out. I don't recall how often it went
13 out though.

14 Q. And again, you would
15 say just -- I don't want to
16 mischaracterize your testimony, but
17 Reshma was among the tops on that leader
18 board; is that correct?

19 A. Depending on the year, yes.

20 Q. Did there ever come a point
21 in time where Reshma was nominated for a
22 promotion from -- or withdrawn.

23 Do you know what position
24 Reshma was initially hired in at?

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1 A. Surgical account specialist.

2 Q. And did there ever come a
3 point in time where she was nominated for
4 a promotion to the senior surgical
5 account specialist position?

6 A. I don't recall specifically
7 with her.

8 Q. Do you know if she ever
9 received a promotion to senior surgical
10 account specialist?

11 A. I believe she did, but I
12 don't know if it was under my direct --
13 if I was at the northeast regional
14 manager position at the time.

15 Q. Other than the promotion
16 from surgical account specialist to
17 senior surgical account specialist, do
18 you know if Reshma was ever nominated for
19 any other positions?

20 A. Not to my knowledge.

21 Q. Are you aware of any
22 discussions concerning any development
23 programs for Reshma?

24 A. Yes, Glenn Reiser, I
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1 believe, when he became the area sales
2 director, was working on a development
3 program, development project -- I don't
4 know the exact definition of it, or at
5 least title of it -- development plan,
6 development program for Reshma.

7 Q. And what did that program
8 consist of?

9 A. Reshma proposed that she
10 would work outside of her immediate
11 territory to help colleagues expand their
12 anesthesia business and kind of teach
13 them how to be successful in the
14 anesthesia space, anesthesia market.

15 Q. How was that proposal
16 received?

17 A. I thought it was a good
18 idea.

19 Q. And did it ultimately go --
20 did that proposal move forward?

21 A. I'm not sure I understand
22 your question.

23 Q. Well, what came of that
24 proposal? Was there then -- was that the

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1 genesis that started the program, the
2 development program that Glenn was
3 working on with Reshma?

4 A. Yes, I think she ultimately
5 went to Glenn with the idea, and he spoke
6 to me regarding it. I don't recall if I
7 had a specific conversation at that time
8 with Reshma and Glenn. But Reshma
9 proposed that she would start to do this
10 to see if -- kind of a proof of concept
11 idea to see if it would have an impact.
12 And that's it.

13 Q. Would that proof of concept
14 be called a pilot program?

15 A. That's another way to
16 characterize it, yes.

17 Q. And did the pilot program --
18 what was the outcome of the pilot
19 program?

20 MR. PANZINI: Object to
21 form. Go ahead, you can answer.

22 THE WITNESS: Could you
23 repeat that?

24 BY MR. STEWART:

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1 specifically recall where else it was, to
2 use your term, successful.

3 Q. Did there come a point in
4 the time where the pilot program came to
5 an end?

6 A. I don't recall.

7 Q. Was the pilot program
8 continuing on a forward basis from the
9 time Reshma was terminated?

10 A. I believe it was. You know,
11 Glenn was more involved with running kind
12 of the day-to-day pilot program than I
13 was.

14 Q. Are you aware of there being
15 any discussions about the pilot program
16 evolving into a permanent role for
17 Reshma?

18 A. Yes.

19 Q. And what was the nature of
20 those discussions?

21 A. Well, that was the genesis
22 around doing the pilot program -- I'll
23 just call it pilot program moving
24 forward -- was that her intention was to
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1 Q. Sure. The question was, you
2 know, what became of the pilot program?

3 A. She worked with individuals,
4 colleagues, other surgical account
5 specialists. To the best of my
6 recollection, it was in the surrounding
7 geographic areas to limit the travel
8 expenditure of her potentially, you know,
9 flying to the other coast, or things that
10 have nature from an expense perspective,
11 since it was a proof of concept pilot.
12 So I knew she did work with a couple of
13 individuals, I believe, in the northeast
14 and in the region, I believe it was
15 called, the mid-Atlantic area on
16 occasion.

17 Q. Did the pilot program prove
18 to be successful?

19 A. In certain areas, yes.

20 Q. In which areas was the
21 program successful?

22 A. To the best of my
23 recollection, I believe in the
24 Washington, DC area market. But I don't

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1 demonstrate that there was a need and
2 that this would be ultimately successful.
3 And if she could prove out that it indeed
4 was successful, that she -- her idea or
5 her proposal would be that she would be
6 promoted to, I believe, a director role,
7 where she would identify individuals in
8 the sales team that were also successful
9 in the anesthesia space or market. And
10 that they would replicate what she was
11 doing during the pilot program in their
12 respective, I don't recall if it was
13 specific to their regions or if it was
14 specific to individuals that she would
15 identify to work -- that they would work
16 with on the sales team.

17 Q. Was there a timeline for the
18 anticipated promotion into that director
19 role?

20 A. I don't recall if there was
21 a specific timeline. I believe -- I
22 don't recall when it actually started,
23 what time of years it started. But I
24 think we were hoping to look at it for I
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1 no concrete agreement, other than we
2 would do a three- to six -- six-month
3 plan. I do know that we got -- or I got
4 delayed, we got delayed in kind of
5 presenting the plan, you know, for
6 ultimate approval up to the executive
7 team towards the end of the year. So I
8 think it definitely dragged -- you know,
9 it took longer than we hoped for, or I
10 hoped for. I know Reshma hoped for and
11 Glenn hoped for as far as getting -- you
12 know, understanding if it was working,
13 getting feedback from the reps, you know,
14 and then ultimately trying to get an
15 audience, you know, for approval from --
16 you know, from the executive group.

17 Q. And so, that approval would
18 have been the approval necessary in order
19 for Reshma to assume the promotion and
20 title to the role of director of post-op
21 pain management?

22 A. Correct.

23 Q. And when you say the
24 executive team, is it one individual in
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1 particular or was it multiple members of
2 the executive team that a sign off or
3 approval was still needed?

4 A. It was ultimately the CEO
5 would have had to sign off on it, but we
6 would have also had to get -- you know,
7 but once that occurred, we would have had
8 to, you know, work with human resources,
9 you know, create a new position. It
10 wasn't like she was moving into, you
11 know, an already listed position or
12 whatever you call it, as far as, you
13 know, it being a current job. And then I
14 think probably legal as well, just to
15 make sure that it was -- you know, it was
16 also that it was a compliant position.
17 But Dave was ultimate -- David stack,
18 CEO, was the ultimate person I would have
19 had to -- I had to have gotten a sign off
20 from in order to create the position.

21 Q. So was Dave Stack made aware
22 of the pilot program itself when it was
23 commenced or at some point during its
24 existence?

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1 A. I believe Dave became aware
2 of it during -- at some point during the
3 -- Dave became aware of what Reshma was
4 doing. Dave was not ultimately aware
5 that she was seeking a, you know,
6 promotionary role or we were going to,
7 you know, put forth a plan for the new
8 position in this kind of anesthesia team
9 type thing, which Reshma had proposed.
10 But he was aware -- he was made aware
11 that she was working outside of her
12 territory helping others in the
13 anesthesia space.

14 - - -

15 (Whereupon, Exhibit
16 Plaintiff-19 was marked for
17 identification.)

18 - - -

19 BY MR. STEWART:

20 Q. I'd like to show you what
21 we'll mark as Plaintiffs-19.

22 MR. PANZINI: What's the
23 Bates on that, Jason?

24 MR. STEWART: Pacira 001213.
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1 MR. PANZINI: 1213. It's
2 just the one page, right?

3 MR. STEWART: This is a
4 single page document, yes.

5 MR. PANZINI: Okay.

6 THE WITNESS: Yep, okay.

7 BY MR. STEWART:

8 Q. And do you recognize this
9 document that's been marked as
10 Plaintiffs-19?

11 A. Yes.

12 Q. What do you recognize
13 Plaintiffs-19 to be?

14 A. It's an e-mail from -- a
15 response e-mail from myself to Matt
16 Lehmann, who was chief commercial
17 officer, I believe, or VP of marketing, I
18 don't remember what his title was at the
19 time. No, it was VP of marketing. With
20 a copy of Glenn Reiser around
21 clarification around TAP clarification.

22 Q. And this was pertaining
23 to -- when they say TAP, are they -- TAP,
24 does that refer to Reshma's pilot

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1 Q. Do you recall when you
2 arrived, what date or what time you
3 arrived into Florida for that meeting?

4 A. I don't know the specific
5 day, but it was definitely a day,
6 potentially two, prior to the meeting
7 officially starting.

8 Q. And do recall when Reshma
9 arrived to that 2018 national sales
10 meeting?

11 A. I believe she arrived on --
12 at some point just prior to the welcome
13 dinner on the 11th.

14 Q. And when she arrived on the
15 11th, did there come an occasion where
16 you met with her in person along with
17 Glenn Reiser before the welcome dinner?

18 A. Yes.

19 Q. Where did that meeting take
20 place?

21 A. The meeting took place at
22 her demand at the -- in the lobby of the
23 hotel shortly after she checked in at the
24 front desk.

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1 Q. And what was discussed
2 during that meeting?

3 A. She demanded a meeting for
4 Glenn and I to come down and speak to
5 her, you know, really as soon as
6 possible, right away, down in the lobby.
7 We met in the lobby area at a table. She
8 came over to us with her luggage. She
9 sat down, and she wanted to discuss the
10 plan to roll out the -- get in front of
11 Dave Stack to present her -- you know,
12 the pilot program, her business plan for
13 the position that we were trying to get
14 for her, the director of post-op pain, I
15 think it was called.

16 So we -- I'm sorry, did you
17 ask when that meeting took place and the
18 discussion around it?

19 Q. Yes, exactly.

20 A. Yes. So she asked, you
21 know, when exactly were we going to meet
22 with Dave, you know, what's the plan.
23 And we reviewed the business plan that I
24 had already reviewed with her in person,

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1 and we made sure everything was good.

2 And we told her to have -- you know, have
3 her iPad on her or computer, so that if
4 we, you know, would find a good time but
5 also be prepared that we might have to --
6 you know, if we don't get a formal
7 sitdown, we might have to, you know, grab
8 Dave either in the hallway or at some
9 point and sit down with him and request
10 some time with him, which was not out of
11 the norm at those meetings, to present --
12 formally present the plan to him to get
13 sign off on it.

14 And then we all agreed that
15 that was a good plan. And that we would
16 be opportunistic, and to get with him at
17 some point during the meeting, and that I
18 would also look and try to set up more of
19 a formal get together. But be prepared
20 to do it on the fly, you know, duck into
21 a conference room or something, or step
22 out of a breakout, if I could get him,
23 you know, for ten minutes, half an hour.

24 And then as we wrapped up
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1 the meeting, we all agreed that that was
2 going to -- that we all would be ready,
3 and the last thing that, you know, I
4 communicated to Reshma, and Glenn did as
5 well, was we said, look, this your -- you
6 know, you're asking for a promotion,
7 you're asking for a leadership position,
8 you know, you've certainly improved and,
9 you know, the pilot program seems to be
10 going well from all accounts, but these
11 meetings are not where you do well. You
12 historically misbehave, you historically
13 drink too much, and you historically have
14 some type of an HR issue at these
15 meetings.

16 So you need to do everything
17 you can to demonstrate and show that you
18 are a leader, and you are capable of
19 staying out of the fray, staying out of
20 the bar, staying out of misbehaving,
21 because you're now asking to be a leader
22 of the company. And, you know, Glenn
23 went as far to say, if you feel like, you
24 know, you're having a hard time

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1 controlling yourself, you're having a
2 hard time, you know, or someone is
3 getting under your skin, or if something
4 is not going well, you know, call me, we
5 can just, you know, grab five minutes and
6 talk through it. But, you know, this is
7 it.

8 This is your -- you know,
9 this is your opportunity to change your
10 behavior from years past. Pay attention
11 in the breakouts. Be a leader in the
12 breakouts. Don't get yourself in
13 trouble, don't drink, and don't get in
14 fights, and that'll set you up for, you
15 know, a very good potential of, you know,
16 sitting down with Dave.

17 And we gave her that advice
18 extremely sternly and extremely --
19 extremely caring, because we all invested
20 a lot of time in the pilot and in her,
21 for that matter. And, you know, that was
22 our one ask, was that she conduct herself
23 as a leader and not get -- you know, not
24 behave the way she had in the past. So

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1 we all agreed on that and we all went our
2 own separate ways.

3 Q. From that point forward,
4 were there any -- withdrawn.

5 Moving forward into the
6 meeting, were there any issues reported
7 to you during the first day of the
8 national sales meeting concerning Reshma?

9 A. I don't believe so. I don't
10 recall. I don't believe so.

11 Q. And just turning your
12 attention to the agenda here, and the
13 date indicate, Tuesday, February 13th of
14 2018. Listed on the agenda there's a
15 number of items there: Breakfast,
16 meetings, lunch, meetings, night on own,
17 and women in leadership event.

18 What do you understand night
19 on own to mean in the context of this
20 document?

21 A. You didn't have any Pacira
22 responsibility or required events, you
23 could sit in your hotel room, or you
24 could get dinner on your own, or you

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1 could get dinner with a group of friends,
2 get dinner with whoever you wanted to,
3 but there was no required events for you
4 to go to.

5 Q. And what was the women
6 leadership event?

7 A. Women leadership event was
8 an event hosted by Kristen Williams, who
9 is the chief administrative officer of
10 the company. I believe this might have
11 been the second or third type of event
12 that she hosted, and she generally had a
13 kind of a keynote speaker. I don't know
14 if this was a dinner event or if it was a
15 cocktail event. But it was an
16 opportunity for females in the company to
17 gather and to listen to -- it actually --
18 yeah, it was an event for females in the
19 company to gather together. And again, I
20 don't know if there was a speaker or if
21 it was just a cocktail hour, I don't
22 know.

23 Q. Do you understand that this
24 event was explicit for female Pacira
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1 employees?

2 A. I don't know if this
3 particular one was exclusive. I have
4 attended one. I did attend one in my
5 tenure at Pacira, but I don't know if
6 this -- I did not attend this one, and I
7 don't know if this was a female-only
8 event.

9 Q. You had mentioned that you
10 believe there might have been prior
11 women-in-leadership-type events
12 coordinated by Kristen Williams. When
13 would those have occurred, at prior sales
14 meetings or some other occasion?

15 A. I believe at the national
16 sales meetings or the mid-year meetings.
17 There may have been. Or that might have
18 been the first one. I don't -- I believe
19 this was not the first one, but I could
20 be wrong.

21 Q. Could there have been
22 subsequent ones in the years that
23 followed?

24 A. Correct, yes.

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1 Q. And did you know that -- did
2 you understand the women in leadership
3 event to be a mandatory event, an
4 optional event or something else?

5 A. Optional.

6 Q. Was it an event which the
7 individuals were invited to?

8 A. Yes.

9 Q. Do you know if Reshma
10 declined the invitation to that event?

11 A. I don't know.

12 Q. Did she have any discussions
13 with you about whether or not the event
14 was optional or mandatory?

15 A. I don't know if we had a
16 conversation before or after the event.
17 And it might have been at a different
18 meeting. But I know she indicated to me
19 at some point that she was not going to
20 go a women's only event, didn't see the
21 value in it.

22 Q. And from your standpoint,
23 was that problematic in any way?

24 A. No, I didn't care.

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1 Q. Were you in any way involved
2 in planning the women's leadership event?

3 A. No.

4 Q. Did anyone discuss the
5 women's leadership meeting with you
6 before it took place?

7 A. I don't believe so.

8 Q. Did anyone discuss the
9 women's leadership meeting with you after
10 it took place?

11 A. I think there were -- I
12 believe there were individuals. I don't
13 recall who, but I believe I asked a
14 couple individuals how it was and what
15 was it like. You know, was there a
16 speaker? What did you guys do? What did
17 you talk about? Just general questions.

18 Q. Do you have a recollection
19 of any of the feedback you might have
20 received?

21 A. I believe there were some
22 that enjoyed it. I believe there were
23 some that could have
24 take-it-or-leave-it-type opinions.

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1 Q. Did there come a point in
2 time when you learned about a scheduled
3 Topgolf event that was scheduled to take
4 place on Tuesday, February 13th of 2018?

5 A. Yes, I believe I -- I
6 believe I was invited by Geo Van
7 Dellomini [ph], who was a regional
8 manager at the time. I think he invited
9 me to go join his team, and I believe he
10 -- I believe the initial conversation
11 was, was it okay to do, and would I like
12 to join them. And I said I would not be
13 able to join them, but certainly if they
14 want to do a team building event, that's
15 encouraged.

16 Q. Did you understand that
17 event to be specific to any particular
18 region?

19 A. I don't know if it was -- I
20 know it was his region, and I know it was
21 another region, I don't remember -- I
22 think it might have been Rob Rock's
23 region. I don't recall specifically, but
24 I didn't -- you know, at the time I

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1 didn't get too involved in the -- you
2 know, that was more Glenn's area as sales
3 directors purview to, you know, kind of
4 understand that people were doing things
5 on a regional basis, you know, who was
6 doing what. I wasn't -- it wasn't fair
7 for me to attend one region's event and
8 not another's. So I just simply removed
9 myself from those events, and just was
10 visible during the general sessions.

11 Q. Prior to the event, the
12 Topgolf event, were you aware of any of
13 the details of the event other than what
14 you've already spoken about?

15 A. Not that I recall.

16 Q. Do you know the number of
17 participants that were invited?

18 A. No.

19 Q. Did you understand the
20 business purpose of the Topgolf event to
21 generally be a team building event?

22 A. Yes.

23 Q. And it was Geo Van Dellomini
24 who planned the event?

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1 MR. PANZINI: Object to
2 form.

3 THE WITNESS: I don't know
4 if it was him. I believe he shot
5 me either an e-mail or phone call
6 asking me if it was okay that they
7 did a regional activity.

8 BY MR. STEWART:

9 Q. And previously you testified
10 that you had authorized that, correct?

11 A. Correct.

12 Q. At some point in time did
13 you come to learn about an occurrence
14 that transpired between Reshma and Rob
15 Rock at that Topgolf event?

16 A. Yes. The next day there was
17 a -- Glenn Reiser had informed me that
18 there was an altercation, verbal
19 altercation, between Reshma and Rob Rock
20 about her attendance at the event. And
21 that there was -- yeah, that there had
22 been a verbal altercation, a fight,
23 between the two of them at the event.

24 Q. And you were made aware of
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1 this by Glenn?

2 A. I believe it was Glenn. I
3 believe also -- I think Rob may have
4 texted me, but I don't specifically
5 recall.

6 Q. And what was it that you
7 were -- or withdrawn.

8 Do you recall any of the
9 details that were conveyed to you
10 concerning this altercation?

11 A. In the beginning Glenn had
12 communicated to me that there was an
13 altercation and that there was a fight
14 between her and Rob Rock at the Topgolf.
15 And that there was also an issue that
16 Reshma had come back and was, you know,
17 visibly upset at the bar area of the
18 hotel, and that dinner was -- I believe
19 an issue where there was a conversation
20 between Reshma and one of the marketing
21 people, who I think was trying to console
22 her. And then, you know, we -- Glenn
23 had, I think, called human resources to
24 let them know this transpired. And, you

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1 know, Glenn was going to work with human
2 resources to, you know, communicate what
3 he thought had happen and human resources
4 was going to go, I guess, investigate the
5 circumstances around it.

6 Q. Did you come -- did you
7 become involved in that investigation --
8 withdrawn.

9 Did you come to learn that
10 HR commenced an investigation in relation
11 to this incident?

12 A. Yes.

13 Q. Were you in any way involved
14 in that investigation?

15 A. Not in that I was asking
16 people questions, more around I was kept
17 abreast of that Glenn was connecting the
18 dots of, you know, who was there, who
19 witnessed things. He kept me abreast of
20 who was -- you know, had visibility to
21 it, who was involved. And then I believe
22 he was communicating that to human
23 resources, so they could conduct their
24 investigation.

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1 Q. So was Glenn more hands-on
2 in terms of factfinding than you were
3 with respect to the occurrence?

4 A. I don't -- well, I guess
5 factfinding from who was there, and
6 probably who was -- you know, what
7 transpired. But more on the
8 investigation around -- yeah, more on
9 communicating to HR who was -- who was
10 witness to the events or party to the
11 events.

12 Q. Did you ever come to learn
13 the specific details of, for example,
14 what was said between Rob Rock and Reshma
15 at the event?

16 A. I had learned that -- or I
17 had understood that -- that Rob made a
18 comment or questioned why she was there.
19 That this was a regional type event, and
20 I think he made a comment -- again, this
21 is from what I heard -- about why she
22 wasn't at the women's only event, and
23 that's when things -- I believe things
24 got heated. But I don't know once things

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1 promoted to, had you obtained the sign
2 off from the CEO?

3 MR. PANZINI: Objection.

4 THE WITNESS: That's our
5 idea, yeah.

6 BY MR. STEWART:

7 Q. Was there any chance that
8 the position would have been announced at
9 the national sales meeting if the CEO has
10 given his approval?

11 A. I don't know. Potentially.

12 Q. Would that have been a
13 decision for Dave Stack to make?

14 A. Not necessarily.

15 Q. Who would -- who could have
16 or who would have had the authority to
17 make that decision?

18 A. To announce the position?

19 Q. Yes.

20 A. I could have made that
21 decision ultimately.

22 Q. Were you ever able to gain
23 an audience with Dave Stack to discuss
24 the post -- director of post-op pain

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1 management position?

2 A. No.

3 Q. Why not?

4 A. Because we had targeted the
5 national sales meeting to do it, that's
6 why we had the meeting with Reshma. She
7 had the meeting. You know, we sat down
8 the first night of the meeting or the
9 first afternoon of the meeting. But then
10 the altercation occurred with Rob Rock,
11 and all of the events subsequent to that,
12 so that was the last thing I was going to
13 propose to Dave.

14 MR. STEWART: If we don't
15 mind a quick break?

16 - - -

17 (Whereupon, a discussion was
18 held off the record.)

19 - - -

20 (Whereupon, Exhibit
21 Plaintiff-22 was marked for
22 identification.)

23 - - -

24 BY MR. STEWART:

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1 Q. Mr. Murphy, I'd like to show
2 you what we're going to mark as
3 Plaintiffs-22. This is a series of a
4 six-page document beginning Pacira 1236
5 through 1242. And I'm going to draw your
6 -- I'll allow you to scroll through the
7 whole thing and read through it as you
8 like. But before you do that, I want to
9 draw your attention to the portion where
10 I'll be asking you questions about.
11 There's an indication here at the bottom
12 of 1238, and additionally there's an
13 indication here up at the top of that
14 same page.

15 So just to kind of point you
16 in the right direction, I'll be happy to
17 scroll through it. Just let me know.

18 A. Can you --

19 Q. Zoom in?

20 A. No. Is the order of this --

21 Q. From the bottom up is
22 probably a more appropriate way to read
23 it, if you want to follow the chronology.

24 A. Yes, if you don't mind.

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1 Q. Not a problem.

2 A. Okay. Okay. Okay. Okay.
3 Okay.

4 Q. And I'll represent to you,
5 portions of this is redundant, but I'll
6 scroll through and just let me know as
7 you move up.

8 A. Okay. Okay. I think you
9 went through these, right. Okay.

10 Q. Yes, some of it is the same.

11 A. Yep, okay.

12 Q. The only thing different is
13 at the top here.

14 A. Okay.

15 Q. So do you recognize what has
16 been marked here as Plaintiffs-22?

17 A. Yes.

18 Q. And what do you recognize
19 this document to be?

20 A. It was an e-mail exchange
21 between myself and Rob, and then it looks
22 like Rob and Glenn.

23 Q. And so, just first drawing
24 your attention to the section at the very

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1 regarding the events. I don't know if
2 that was before or after I sat down with
3 Rob though. But I know I had a sit down
4 with Reshma and Glenn as well.

5 Q. And what did you takeaway
6 from your conversation with Pat Nolan
7 regarding the events that transpired at
8 the Topgolf event?

9 A. Nothing specific other than
10 he witnessed a, you know, heated
11 altercation verbally between the two of
12 them. He didn't -- he couldn't hear the
13 content, other than he could tell that
14 there was a verbal exchange and that it
15 was heated, emotional and something had
16 happened.

17 Q. And what about after your
18 conversation with Reshma, did you have
19 any takeaways concerning what transpired?

20 A. She communicated, to the
21 best of my recollection, that Rob did not
22 welcome her to the event, and thought
23 that it was, you know, a regional event
24 only. And that she was not included, nor
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1 invited. And that she should have gone
2 to the women's in surgery event and not
3 been at their event. And she was not
4 invited. That it was capped. There were
5 reservations made. She never asked to be
6 invited. And that's what Rob had
7 communicated to her, basically that she
8 was not welcomed at the event.

9 Q. And what about after your
10 conversation with Glenn, did you form any
11 impressions about what occurred after
12 speaking with Glenn?

13 A. No, because Glenn didn't
14 realize what was going on, what had
15 transpired either. Glenn and I met with
16 Reshma together, so, you know, there was
17 no -- you know, there was no discussion
18 one way or the other of was somebody
19 telling the truth, not telling the truth.

20 Q. Where did the conversation
21 with you, Glenn and Reshma take place?
22 Did that also take place at the hotel?

23 A. It took place at the hotel
24 in one of the vacant breakout rooms next
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1 to the lobby.

2 Q. And how long did that
3 conversation last?

4 A. About -- to my recollection,
5 about 30 minutes, 45 minutes maybe.

6 Q. Following those
7 conversations that you had with Reshma,
8 Rob and Pat Nolan, did you communicate
9 back to anyone within Pacira regarding
10 the occurrences?

11 A. I know Glenn -- I know we
12 communicated with Rich Kahr about our
13 conversations with them, with both Rob
14 and Reshma. As well as communicated to
15 him people that we had learned were also
16 witnesses to the altercation or issue.

17 Q. Did you learn the name of
18 any other witnesses aside from Patrick
19 Nolan?

20 A. I believe Ken Wolf was
21 named, and then I believe Sharon
22 McCarroll, who was in marketing, I
23 believe she and Reshma spoke to one
24 another after the altercation, when
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1 Reshma came back to the hotel and was
2 visibly upset. I believe Sharon, you
3 know, pulled her aside to try and console
4 her and try to figure out what was going
5 on. To the best of my recollection, I
6 think that transpired.

7 Q. Once you spoke with Rich
8 Kahr, did you effectively handoff the
9 situation to HR or did you continue to
10 remain involved in the process?

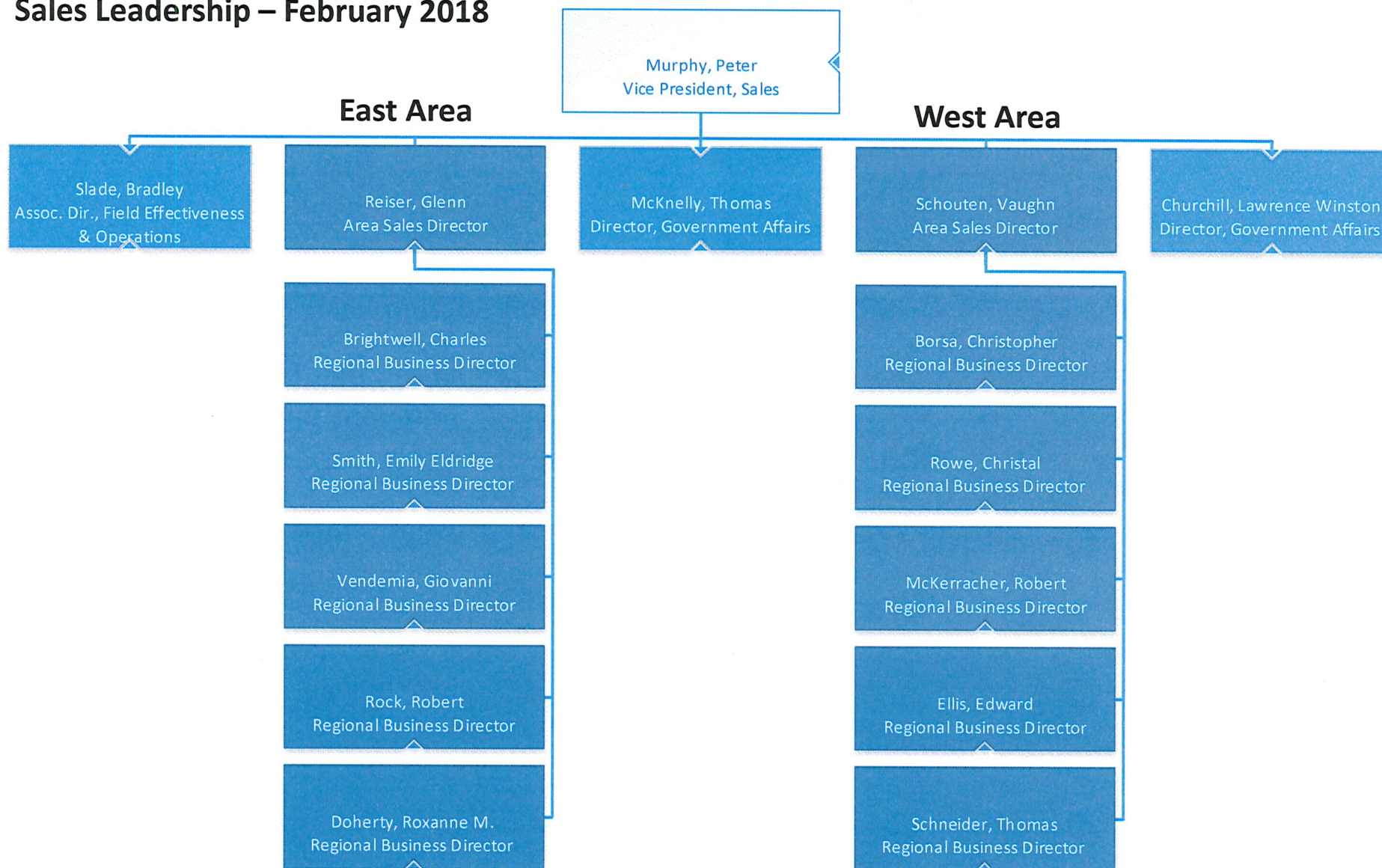
11 MR. PANZINI: Object to
12 form. Go ahead.

13 THE WITNESS: I remained --
14 well, we handed it off to Rich
15 Kahr, but he communicated that if
16 we had learned anything -- if we
17 did learn anything or any more
18 people during the event -- during,
19 you know, the next day or two,
20 please, you know, forward those
21 names on to him, which we did. I
22 believe Roxanne Doherty was
23 someone we spoke to later on in
24 the day.

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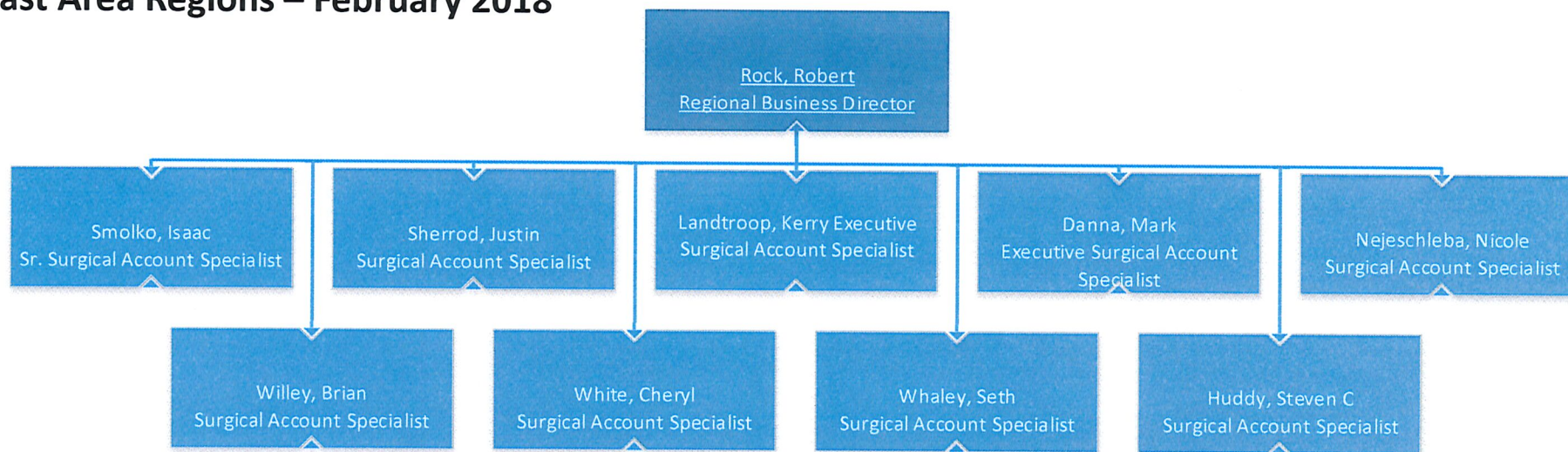
EXHIBIT 6

Sales Leadership – February 2018

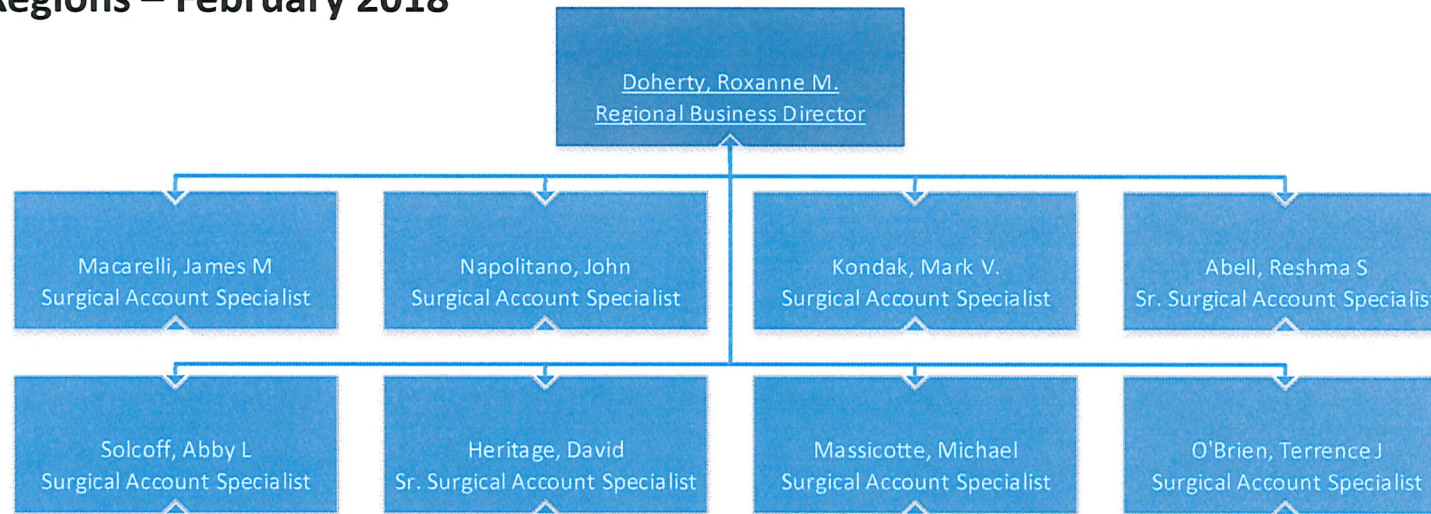


PACIRA - 000104

East Area Regions – February 2018



East Area Regions – February 2018



West Area Regions – February 2018

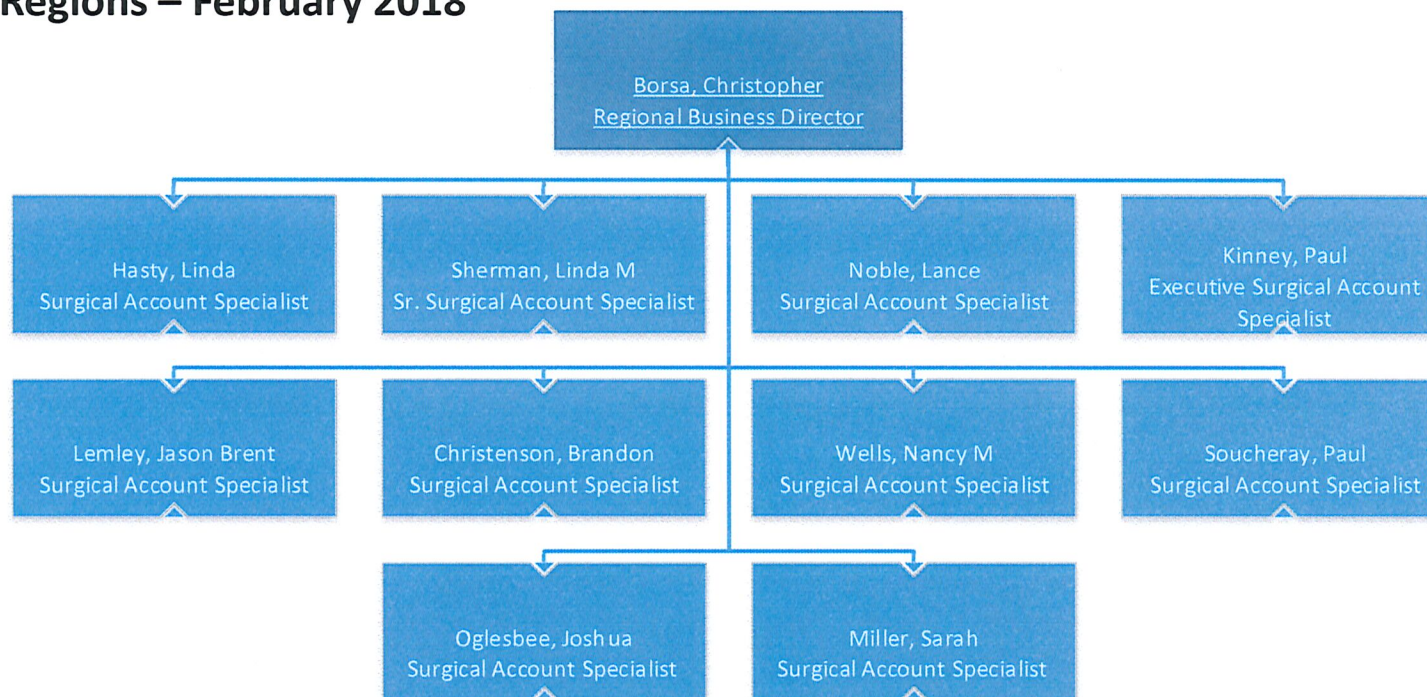


EXHIBIT 7

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1 A. Yes. Mainly, it was a top-down approach to
2 customers. Whereas, the bottom up would be account
3 managers like Reshma and working with surgeons and
4 anesthesiologists, my role tried to get to the
5 C-suites of hospitals and -- and systems to work
6 from a top-down approach with administration.

7 Q. And what was the interplay between you as national
8 accounts director and Reshma as the surgical
9 account specialist? Would she introduce you to
10 individuals? Would she ride along with you to
11 hospitals? Or something else?

12 MR. PANZINI: Object to form.

13 Go ahead.

14 A. We would -- a lot of -- a lot of that. It was her
15 helping me gain access to folks that could get us
16 up to the C-suites, or if she had contacts directly
17 with administrators, putting us -- using that as an
18 introduction.

19 Q. And as regional sales director, what was the nature
20 of the relationship between you and Reshma Abell?

21 A. She was one of the reps that I worked with. So at
22 that point, it was a direct relationship; she
23 reported to me.

24 Q. And so she reported directly to you in her role as
25 surgical account specialist in your role as

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1 regional sales director?

2 A. Correct.

3 Q. In the course of that -- what was the duties and
4 responsibilities of a regional sales director?

5 A. Was to work with the teams to receive sales goals
6 and coach and develop them.

7 Q. As the national account director, how frequently
8 would you interface with Reshma? Would you --

9 A. It depends. No set kind of frequency, but where
10 the business dictated it, then we would.

11 Q. And how about as a regional sales director?

12 A. That was more frequently.

13 Q. Can you describe to me the duties and
14 responsibilities of an area sales director?

15 A. Yes. Similarly, but at a different level. At that
16 point, the company split in half, east and west.

17 So I ran the eastern half of the country from a
18 sales perspective and worked with managers in a
19 similar fashion to receive sales goals and coach
20 and develop them and their team.

21 Q. And in your position as the area -- the East area
22 sales director, did you supervise or oversee
23 Reshma?

24 A. I'm sorry. East area sales director?

25 Q. Yes.

Page 12

1 A. Okay. So she had a manager that she directly
2 reported to. But ultimately, you're still, from a
3 hierarchy standpoint, over the manager who she
4 reports to, as well. So not a direct reporting in
5 to me, but through -- through a -- a front-line
6 manager.

7 Q. Understood. And who was that front-line manager?

8 A. Roxanne Doherty.

9 Q. And through your tenure at Pacira, did you form an
10 impression about Reshma Abell as an employee?

11 A. Can you -- in what -- in what sense?

12 Q. Can you speak to Reshma -- was Reshma a strong
13 performing employee as a surgical account
14 specialist?

15 MR. PANZINI: Object to form.

16 A. From a --

17 MR. PANZINI: You can answer. Just also, let
18 me -- Glenn, from time to time, I'm going to say
19 something called "Object to form." I'm just
20 objecting to the form of the question. You can go
21 ahead and answer it unless I specifically say to
22 you "Don't answer it," if it's a privilege issue or
23 something like that. But 99 out of 100 times, I'm
24 just going to say "Object to form," but go ahead
25 and answer.

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1 THE WITNESS: No worries. I'll try to pause
2 more. I'll try to pause better, as well.

3 Can you repeat the question, Jason?

4 Q. (BY MR. STEWART) Sure. Absolutely. So I'll ask
5 it a little bit differently.

6 In terms of while Reshma was your direct
7 report, did you form any impressions about her
8 performance as a surgical account specialist?

9 A. From a sales perspective, she was generally a high
10 performer.

11 Q. What do you mean by that?

12 A. She most often exceeded her -- her sales goals.

13 She was a good salesperson.

14 Q. And did you have occasion to go on field rides with
15 Reshma?

16 A. Yes.

17 Q. And did you form any impressions about her skills
18 in front of clients during these field rides?

19 A. Similarly, yes, from a -- from a sales perspective.

20 Q. During any of these field rides, did you ever have
21 any reason to believe that Reshma was acting
22 unprofessionally in front of clients?

23 A. Not necessarily. Well, to varying degrees, at
24 times she could be confrontational, what I observed
25 as confrontational with customers.

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1 specialist.
 2 Q. Presently you don't recall when that promotion
 3 occurred?
 4 A. I do not.
 5 Q. Do you know if Reshma was nominated for promotion
 6 on more than one occasion?
 7 A. I don't recall.
 8 Q. Let me show you what we'll be marking as
 9 Plaintiff's 27. Please just let me know when
 10 you've had an opportunity to review this document
 11 in full. It is a single-page document,
 12 Pacira-1005.
 13 A. Yes.
 14 Q. Have you had an opportunity to review in its
 15 entirety what's been marked as Plaintiff's 27?
 16 A. Yes, I have.
 17 Q. And do you recognize the document that's marked as
 18 Plaintiff's 27?
 19 A. I do.
 20 Q. What do you recognize that document to be?
 21 A. It's informing Reshma of a merit increase and a
 22 promotion.
 23 Q. And does this refresh your recollection as to when
 24 Reshma was promoted from surgical account
 25 specialist to senior surgical account specialist?

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1 A. Yes, it does.
 2 Q. And so when would the promotion have taken place?
 3 A. It was based on -- having read this now, it was
 4 based -- it would have been based on 2016. The
 5 promotion went into effect 2017.
 6 Q. And Plaintiff's 27, is this a true and accurate
 7 representation of the e-mail correspondence between
 8 yourself and Reshma Abell on February 16th of 2017?
 9 A. Yes.
 10 Q. I'd like to draw your attention to the portion of
 11 this document where it indicates "Attachments" and
 12 then it says "Abell, Reshma_2016 Comp
 13 Statement.pdf." Do you see that?
 14 A. Yes.
 15 Q. Can you describe to me what that attachment would
 16 have contained?
 17 A. Yes. That would contain her comp statement that
 18 she was awarded based on 2016.
 19 Q. And can you describe the comp statement? Is it a
 20 single page? Multiple pages? Something else?
 21 A. It's typically a page. And it goes through any
 22 merit increase and/or promotion that's awarded.
 23 Q. Is that a document that's prepared by human
 24 resources or some other department?
 25 A. I'm not sure of the department, but it's a

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1 different department other than sales that puts it
 2 together.
 3 Q. Do you know who would have provided you with that
 4 PDF to attach on this e-mail?
 5 A. This one came to me from Peter Murphy.
 6 Q. In what role would Peter Murphy have been serving
 7 in February of 2017?
 8 A. He would have been area sales director of the East.
 9 Q. Can you describe to me the process by which the
 10 promotion nomination -- how that works?
 11 A. Yes. I would put in -- it's at a -- a regional
 12 sales director level where you nominate someone for
 13 a promotion that's based on criteria that he or she
 14 meets. And that's submitted through your boss; in
 15 my case, this instance, for Reshma and through Pete
 16 Murphy.
 17 Q. Understood. And who would have had authority to
 18 approve -- or withdrawn.
 19 Who would have had to approve that nomination
 20 in order for the promotion to take effect?
 21 A. It goes through various checks and balances that go
 22 all the way up through the executive leadership
 23 team.
 24 Q. When you say "executive leadership team," are there
 25 certain individuals which comprise that team?

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1 A. There are. Generally speaking, it would have went
 2 from me to Pete, through the VP of sales;
 3 potentially chief commercial officer, if there was
 4 one at the time; and ultimately, I believe, as far
 5 as I know, CEO even has ultimate -- at least -- I
 6 don't know if -- ultimate checkoff or he would have
 7 seen all the -- all the nominations.
 8 Q. As you sit here today, do you recall the amount of
 9 compensation that was attached to the promotion
 10 that Reshma received in 2017?
 11 A. Not that I can recall.
 12 Q. Do you know if that promotion came with any other
 13 variable compensation benefits in addition to an
 14 increase in salary?
 15 A. It may have, but not that I can recall offhand.
 16 Q. Following that -- withdrawn.
 17 Do you know if this -- the CEO for Pacira is
 18 Dave Stack, correct?
 19 A. Yes.
 20 Q. And do you know if Dave Stack signed off on
 21 Reshma's promotion in 2017?
 22 A. I do not know.
 23 Q. Had you had -- in or around February of 2017, had
 24 you had any conversations with Dave Stack regarding
 25 Reshma Abell?

1 A. I don't recall.
 2 Q. Do you have a recollection of Dave Stack ever
 3 making commentary to the effect that he wished
 4 there were more sales reps like Reshma on the
 5 staff?
 6 A. Not that I can recall.
 7 Q. Do you recall ever being told that he wished that
 8 you could recreate or replicate Reshma?
 9 A. Not that I can recall.
 10 Q. At some point in time, was there discussions
 11 between yourself and Reshma concerning a pilot
 12 program?
 13 A. Yes.
 14 Q. And how did those discussions arise?
 15 A. They were part of her development planning process.
 16 Q. Do you know when the notion of a pilot program was
 17 first raised?
 18 A. I don't recall exactly, but it would be after that
 19 2017 promotion.
 20 Q. Do you know how far after? Would it have been very
 21 close in time or -- or something else?
 22 A. I'm not sure exactly when, but it was kind of a
 23 next step after she got promoted.
 24 Q. I'd like to show you what we're going to be marking
 25 as Plaintiff's 28. This is a single-page document,

1 Pacira-1008. I'll ask that you read through this
 2 document in entirety and let us know when you've
 3 done so.
 4 A. I'm sorry. Can I bother you just to zoom in one
 5 more time, please?
 6 Q. No problem.
 7 MR. STEWART: And off the record.
 8 (Recess taken 11:00 a.m. to 11:05 a.m.)
 9 MR. STEWART: So we'll go back on the record.
 10 Q. (BY MR. STEWART) Mr. Reiser, I've asked you to
 11 take a look at what's been marked as
 12 Plaintiff's 28, which is a single-page document
 13 Bates stamped Pacira-1008.
 14 Have you had an opportunity to review this
 15 document in its entirety?
 16 A. Yes.
 17 Q. And do you recognize Plaintiff's 28?
 18 A. Yes.
 19 Q. What do you recognize Plaintiff's 28 as?
 20 A. Reshma's proposed pilot concept.
 21 Q. And does this document refresh your recollection as
 22 to when Reshma first raised the proposal concerning
 23 her pilot program?
 24 A. Yes.
 25 Q. And when was that pilot first raised?

1 A. If my memory serves me right, it was around this
 2 time. This is documented February 17th of 2017.
 3 Q. So we just took a look at Plaintiff's 27, which was
 4 an e-mail dated February 16th of 2017 which spoke
 5 to Reshma's promotion.
 6 This document is -- Plaintiff's 28 is dated
 7 February 17th, the following day, correct?
 8 A. Yes.
 9 Q. And contained within this e-mail -- well,
 10 withdrawn.
 11 The e-mail that's been marked as
 12 Plaintiff's 28, that was from Reshma to Peter
 13 Murphy and yourself, correct?
 14 A. You cut out there. I think you said from Reshma to
 15 me?
 16 Q. To Peter Murphy and yourself, correct?
 17 A. Yes.
 18 Q. And is Plaintiff's 28 a true and accurate
 19 representation of that e-mail sent from Reshma to
 20 Peter and yourself on February 17th, 2017?
 21 A. As far as I know, yes.
 22 Q. Within the e-mail, there's reference made to a
 23 conversation that took place on February 6th in
 24 Nashville. Do you see that in the e-mail?
 25 A. Yes.

1 Q. What -- withdrawn.
 2 Had a national sales meeting taken place in
 3 Nashville in 2017?
 4 A. Yes.
 5 Q. And would you have had occasion to be present at
 6 that national sales meeting in February of 2017?
 7 A. Yes.
 8 Q. Was Reshma also present at that meeting?
 9 A. Yes.
 10 Q. And to your knowledge, was Peter Murphy present at
 11 that national sales meeting in Nashville?
 12 A. Yes.
 13 Q. And do you recall having a conversation with Reshma
 14 in Nashville at the national sales meeting
 15 concerning her pilot program?
 16 A. Yes.
 17 Q. And what was discussed at that time?
 18 A. Similar to what she had here; what she was
 19 looking -- how she was looking to carry out the
 20 pilot.
 21 Q. And in the course of the conversation, did you and
 22 Pete support the proposed pilot program?
 23 A. We did.
 24 Q. How did the proposed pilot program develop from
 25 this proposal that was sent on February 7th, 2017?

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1 What came next?

2 A. Yeah, that's where my memory goes a little bit

3 gray. I forget exactly the chronological order of

4 how things transpired there, because to get the

5 pilot lifted, it was a matter of timing, but I just

6 don't -- I don't remember exactly what the timing

7 was.

8 Q. Well, taking the timing aside, do you know what the

9 next step was taken by -- by you, Reshma, or Pete

10 to further the pilot program?

11 A. I remember -- I remember we needed to have

12 discussions with leadership to gain their approval.

13 I just don't remember exactly what the time frame

14 was.

15 Q. I just had a couple of questions about some of the

16 acronyms contained within this e-mail. I'd like to

17 draw your attention to Plaintiff's 28 and the

18 paragraph that begins with "This idea came about."

19 And there's the acronym "KOLs" on the second line.

20 Do you see that?

21 A. Yes.

22 Q. What does "KOLs" stand for?

23 A. Key opinion leaders.

24 Q. And is that a term of art? Is that a term that you

25 use within the industry?

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1 A. Yes.

2 Q. And what does that mean?

3 A. Those are customers that are influencers.

4 Q. In the world of pharmaceutical sales, are there

5 certain customers that have, I guess, the effect of

6 influencing other customers nationwide?

7 A. Generally speaking, these are well-respected

8 within -- within their specialty. These are folks

9 that are thought leaders.

10 Q. The acronym "NASA," also contained in

11 Plaintiff's 28, can you describe to us what that

12 means or what that abbreviation represents?

13 A. It represents our national account team.

14 Q. At some point in time did you -- withdrawn.

15 Did Pacira have a process by which they put

16 together development plans?

17 A. Yes.

18 Q. And what is a development plan within the context

19 of Pacira?

20 A. It's a plan to develop skills necessary to further

21 someone's career, whether that's in their current

22 role and/or for potential of other roles.

23 Q. Did you play any part in putting together a

24 development plan with respect to Reshma Abell?

25 A. Yes.

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1 Q. What was your role in that process?

2 A. As her manager, it was to co-create her development

3 plan with her.

4 Q. And do you have a recollection of drafting or

5 putting together a development plan for Reshma?

6 A. That I can remember, I do. Yes.

7 Q. And do you know approximately when that development

8 plan first -- was first drafted?

9 A. Not -- not with a particular time stamp, but it's

10 something we generally do with all the employees.

11 Q. And just to follow up on that, are development

12 plans put together for every employee within

13 Pacira, or is it only at certain intervals when an

14 employee -- when it seems appropriate for a given

15 employee?

16 A. No. It's -- it's part of their -- their annual --

17 it's connected to -- it runs -- it runs in line

18 with the performance review, there's also a

19 development plan.

20 Q. Are development plans done every year?

21 A. Yes.

22 Q. I'd like to show you what we're going to be marking

23 as Plaintiff's 29. It's a two-page document,

24 Pacira 1081 and 1082. The same as before, just let

25 me know when you've had an opportunity to review.

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1 A. I did.

2 Q. And the second page now.

3 A. Okay. I'm at the "Pilot" with the bullet. Okay.

4 Q. Have you had an opportunity to read Plaintiff's 29

5 in its entirety?

6 A. Yes.

7 Q. Do you recognize what is marked as Plaintiff's 29?

8 A. Yes.

9 Q. What do you recognize Plaintiff's 29 to be?

10 A. An e-mail between Pete and I, Pete Murphy and I.

11 Q. And the second page of this exhibit, is that the

12 attachment from that e-mail, which is labeled as

13 "2017 Development Plan.docx"?

14 A. As far as I can tell, yes.

15 Q. And is Plaintiff's 29 a true and accurate

16 representation of the e-mail exchange between

17 yourself and Peter Murphy from April 18th of 2017?

18 A. Yes.

19 Q. And is the second page of this exhibit,

20 Plaintiff's 29, a true and accurate representation

21 of the attachment to that e-mail?

22 A. Yes.

23 Q. Just drawing your attention to the second page of

24 the exhibit. First, a couple of questions about

25 the abbreviation at the top where it says "ST

Page 38

1 Area."

2 What does that "ST" abbreviation stand for
3 there?

4 A. The "ST" would be soft tissue.

5 Q. And in the context of this development plan, what
6 does -- "ST," or soft tissue "Area/National
7 Expert," what does that mean?

8 A. In the reference of this document, it's describing
9 kind of her role -- what her role would be.

10 Q. And did you author any portion of this development
11 plan?

12 A. What do you mean by -- by "author"?

13 Q. I mean did you -- did you draft or type some of the
14 words that are contained in here? Did you prepare
15 this document in its entirety? Or something else?

16 A. Most of it came from Reshma, but I -- I helped put
17 some of it together, yes, or package it.

18 Q. And did you review this document before it was
19 forwarded on to Pete Murphy?

20 A. Yes.

21 Q. And were you in support of this development plan
22 when you sent it to Pete Murphy?

23 A. Yes.

24 Q. Can you describe what the -- what the goal was or
25 what the development plan sought to accomplish?

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1 MR. PANZINI: Object to form.

2 Go ahead.

3 A. Yes. It's in context to a time within the company
4 where a lot of our business was in orthopedics, and
5 we were trying to transition or take on or develop
6 more business in what's labeled here, soft tissue
7 and anesthesiology.

8 Q. And how was the pilot program supposed to have
9 worked?

10 MR. PANZINI: Object to form.

11 Go ahead.

12 A. As it's stated here, she was going to be a resource
13 to take best practices that she developed in soft
14 tissue and bring others along and work with them in
15 their territories to do so.

16 Q. After the development plan was put together, what
17 was the next step in the process of moving the
18 pilot program forward?

19 A. The next step was gaining the green light from --
20 from leadership.

21 Q. And when you say "leadership," are there certain
22 individuals that you're referring to?

23 A. If my memory serves me right, this was at the time
24 where there was a group of -- of folks that were
25 exploring different things we could do. This was

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1 one -- one of those things. So it would -- it
2 would be Pete's boss as a -- as a starting point.

3 Q. And so where you just indicated that the next step
4 would have been to gain the approval of leadership,
5 would Pete Murphy have been the first person on
6 that leadership -- on the list of leaders that
7 would have had to approve this moving forward?

8 A. Yes.

9 Q. And then, after obtaining Pete's endorsement, were
10 there other individuals that also would have had
11 to, to use your words, green light it to move
12 forward?

13 A. Yes.

14 Q. And who else, aside from Pete Murphy, would have
15 had to give the green light for the pilot program
16 to go forward?

17 A. If my memory serves me right, I think ultimately
18 this went to Dave Stack even.

19 Q. And do you recall, did Dave Stack authorize the
20 pilot program to go forward?

21 A. If my memory serves me right, I think we were
22 nearing that point. We were getting there.

23 Q. Did the pilot program ever move forward such that
24 Reshma performed some of the tasks described in
25 this development plan?

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1 A. As far as I can remember, I do recall there was one
2 or two or a couple of -- of field rides that she
3 did to do a proof of concept for this pilot. That
4 part, yes.

5 Q. Was it the design of this development plan that
6 Reshma would ultimately receive a promotion into a
7 new position if the pilot succeeded?

8 A. As far as I can recall, potentially, yes.

9 Q. And what would -- that position which Reshma sought
10 the promotion to, what would have been the title of
11 that position?

12 A. That, I don't recall.

13 Q. Do you have a recollection of discussing the
14 position of a director of post-op pain management?

15 A. Not that I can recall. I don't remember
16 specifically speaking of a title.

17 Q. What is -- within Pacira, what is the Ali Baba
18 group?

19 A. That was the group by its reference of -- it was a
20 group of -- I believe it was around 30 people, give
21 or take, that were invited to the Ali Baba group,
22 which was to determine how to move things forward,
23 of which this was one particular item that came
24 about.

25 Q. Were you a member of the Ali Baba group?

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1 business plan.
 2 Q. And so the top header of the e-mail is from Reshma
 3 to herself, but it's a forward of an e-mail from
 4 February 4th, 2018, correct?
 5 A. Yes.
 6 Q. And as an attachment to that e-mail, there is a
 7 PowerPoint slideshow, correct?
 8 A. Yes.
 9 Q. And before today, had you ever seen that PowerPoint
 10 slideshow?
 11 A. I believe Pete shared it with me. Yes.
 12 Q. And when you say "Pete," you're referring to Pete
 13 Murphy, correct?
 14 A. Sorry. Yes, Pete Murphy.
 15 Q. And what was the context in which Pete shared this
 16 slideshow with you?
 17 A. It was at this point within this pilot that they
 18 were looking to put something together formally in
 19 terms of a position opportunity. And it was at
 20 that point where I was -- not purposely, but I was
 21 kind of out of the loop, and it was something that
 22 Pete was working more directly with Reshma on.
 23 Q. In terms of the timeline, would -- would this be
 24 consistent with the e-mail where it's indicated
 25 February 4th of 2018? Is that your recollection of

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1 when you would have viewed this slideshow
 2 presentation?
 3 A. Yes.
 4 Q. And it would have been around that time where the
 5 development of the pilot program -- your role had
 6 then been less and Pete was taking more of the lead
 7 on that; is that fair?
 8 A. That's fair, yes.
 9 Q. And does -- Plaintiff's 21, does this refresh your
 10 recollection about whether or not the title of
 11 director of post-op pain management had ever been
 12 discussed concerning Reshma's position?
 13 A. Yeah. I think in this instance, that's why, 'cause
 14 at that point, I was still -- you know, Pete came
 15 to me probably as a second set of eyes and ears,
 16 but they were working more directly. But, yeah,
 17 that's why it wasn't a recollection at that time.
 18 Q. And do you know what, if anything, was needed in
 19 order for the pilot program to take the next steps
 20 to finalize and formalize that title?
 21 MR. PANZINI: Object to form.
 22 Go ahead.
 23 A. I'm not totally sure, but I think that was
 24 something Pete was working on with -- with other --
 25 other departments and/or Dave. I don't -- I don't

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1 know exactly.
 2 Q. From your vantage point, there was certain
 3 approvals that were still needed from the
 4 leadership team?
 5 A. Yes.
 6 Q. And that would have included Dave Stack and you're
 7 not sure exactly who else?
 8 A. I'm not sure, yes.
 9 Q. Do you recall, was there a -- withdrawn.
 10 Did Pacira host a national sales meeting in
 11 2018?
 12 A. Yes.
 13 Q. Do you know where that national sales meeting was
 14 held?
 15 A. I got confused when you mentioned Nashville
 16 earlier, so I forget where the 2018 was. Might
 17 have been Florida.
 18 Q. And do you remember the dates on which that
 19 national sales meeting in 2018 was held?
 20 A. I'd have to look it up.
 21 Q. I'd like to show you a document that we marked at a
 22 prior deposition as Plaintiff's 20. This is an
 23 eight-page document Bates stamped beginning
 24 Pacira-001546.
 25 A. Yes.

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1 Q. Does this document refresh your recollection with
 2 respect to where the 2018 national sales meeting
 3 was held?
 4 A. It does.
 5 Q. And it was in Orlando, Florida, correct?
 6 A. Correct.
 7 Q. And that meeting was held between February 11th,
 8 2015 -- withdrawn.
 9 The meeting was held between February 11th
 10 and February 15th of 2018, correct?
 11 A. Correct.
 12 Q. Were you physically present at that meeting?
 13 A. Yes.
 14 Q. And do you recall when you first arrived in Orlando
 15 for that meeting?
 16 A. I believe, to the best of my recollection, I would
 17 have arrived earlier than the 11th. So probably
 18 that -- that Saturday, the 10th.
 19 Q. Did you have any -- withdrawn.
 20 Within the context of the national sales
 21 meeting, did you have any duties or
 22 responsibilities or roles that you had to fulfill?
 23 A. Yes.
 24 Q. And what were some of the -- what were some of
 25 those responsibilities that you had for the meeting

1 specifically?

2 A. Different -- lead on different workshops. There

3 might have been times that, you know, there's --

4 you do so many of these, you confuse them at times.

5 But might have been speaking engagements on -- on

6 main stage, workshop facilitation, things of that

7 nature.

8 Q. And I'd like to just give you a chance to scroll

9 through this national sales meeting agenda in

10 detail. So I'll zoom in, and you can just let me

11 know to move through at your leisure.

12 A. Okay. Okay. Okay. Okay. Okay. Okay. Okay.

13 Q. So I'd like to draw your attention to the portion

14 of Plaintiff's 20 which focuses on the tentative

15 agenda at the bottom of 1546 and the top of 1547.

16 Do you recall having any meetings or

17 conversations with Reshma in Orlando, Florida,

18 before the welcome dinner at 6:30 p.m. on

19 February 11th, 2018?

20 A. Yes.

21 Q. And what do you recall?

22 A. She, Pete, and I met in the lobby of the hotel

23 before anything officially started from the

24 meeting -- or the meeting agenda.

25 Q. Do you know what date that meeting took place?

1 Would that have been on the 11th?

2 A. I believe it would have been on the 11th, yes.

3 Q. Do you know approximately how long that meeting

4 lasted?

5 A. I don't remember. I'd say 15 minutes, maybe half

6 an hour.

7 Q. Do you recall what was discussed during that

8 meeting?

9 A. I'm sorry. I didn't hear you.

10 Q. Do you recall what was discussed during that

11 meeting?

12 A. Yes.

13 Q. And what do you -- what was discussed at the

14 meeting?

15 A. She was -- Reshma wanted to discuss this pilot,

16 which there was already a plan in place for. And

17 so Pete reinforced what that -- what that was.

18 And we also encouraged her to show her best

19 at this meeting, so attend all -- everything that

20 she's supposed to, get there on time, be engaged,

21 be positive; that, you know, she was very much on

22 display given that she was on the cusp of -- of

23 this new opportunity. That was the general gist of

24 the meeting.

25 Q. And when you said that there was a plan in place

1 and that Pete reinforced it, what was that plan

2 you're referencing?

3 A. That's where I -- you know, I was out of the loop a

4 little bit. But we had talked about when -- and

5 I'm not even sure -- I think it was Dave, but who

6 he had to speak to to get this thing green lighted.

7 Q. And when you say "this thing," you mean the

8 promotion to the new title of director of post-op

9 pain management, correct?

10 A. I think so. I think that's what they were looking

11 to do.

12 Q. And was it your expect- -- withdrawn.

13 Was it part of the plan that Reshma would

14 present the document we looked at at Plaintiff's 21

15 to Dave in order to explain to him the role that

16 she was seeking?

17 A. I don't know if that would have been her or that

18 would have been Pete Murphy or both.

19 Q. Was it your understanding that, upon receiving Dave

20 Stack's approval, that the position would be

21 finalized?

22 A. As far as I know, yes; but, like, again I said, I

23 was somewhat disconnected at this point.

24 Q. Referencing -- referring to the top of 1547 there,

25 which is the continuation of Tuesday,

1 February 13th, 2018's, agenda. There's an

2 indication regarding "Night on Own" next to a

3 bullet point. And then there's an indication

4 "Women in Leadership Event."

5 What did you understand "Night on Own" to

6 mean on the agenda?

7 A. That there wasn't -- there weren't any agenda items

8 for the night, so people could do as they see fit

9 if they're so inclined to.

10 Q. And what did you understand the "Women in

11 Leadership Event" to mean in that agenda item?

12 A. That was an event that was taking place that

13 Tuesday evening, as well. And it was all around

14 women in leadership, empowerment, et cetera.

15 Q. Did you attend the Women in Leadership Event?

16 A. I did not. I was working on -- I forget what it

17 was for the meeting. Because I only remember this

18 'cause Vaughn and I, who was my counterpart out

19 West, were late to a dinner that we were going --

20 that we were going to because we had to finish some

21 stuff.

22 But we had some sort of debrief that

23 something happened at the meeting that we had to --

24 we had to do some work on one -- I forget which

25 agenda item it was, one of the workshops or

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1 something.
 2 Q. Do you know, was the women's leadership event a
 3 by-invitation event or an open event, an optional
 4 event, or something else?
 5 MR. PANZINI: Object to form.
 6 A. I believe it was optional.
 7 Q. You had mentioned earlier that you had
 8 encouraged -- that you and Pete had encouraged
 9 Reshma to attend what she was supposed to attend.
 10 Was she -- was the women's leadership event one of
 11 the things that Reshma was supposed to attend?
 12 A. I don't know that that -- I don't recall that event
 13 being a mandatory one.
 14 Q. From your perspective of Reshma being on display
 15 and being put up for a promotion, was it inferred
 16 that she should have been attending this Women in
 17 Leadership Event?
 18 A. Not that I can recall.
 19 Q. Do you know if Reshma, in fact, attended the Women
 20 in Leadership Event?
 21 A. I'm not sure. I don't think she did, or she didn't
 22 attend the whole event.
 23 Q. Do you know who was in charge of or -- or --
 24 withdrawn.
 25 Do you know who put together the Women in

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1 Leadership Event?
 2 MR. PANZINI: Object to form.
 3 Go ahead.
 4 A. I think the corporate sponsor for it was Kristin
 5 Williams.
 6 Q. Was Joyce Davis involved in the coordination or
 7 planning of the women's leadership event?
 8 A. She could have been. I -- I don't remember.
 9 Q. At some point in time, were you made aware of an
 10 event taking place at a Topgolf facility?
 11 A. Yes.
 12 Q. And that was happening during the national sales
 13 meeting down in Florida in February of 2018?
 14 MR. PANZINI: Object to form.
 15 THE WITNESS: Can I still answer?
 16 MR. PANZINI: Yeah. Go ahead. I'm sorry.
 17 Unless I tell you don't answer, just go ahead and
 18 just answer.
 19 THE WITNESS: Got it.
 20 A. Yes, I am aware of a Topgolf event that a couple
 21 regions were putting together.
 22 Q. Do you know why the Topgolf event is not listed on
 23 the agenda here?
 24 A. It wasn't a -- yes. It wasn't a formal event.
 25 This was -- I believe that one happened that

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1 Tuesday night on your own.
 2 Q. Were you -- withdrawn.
 3 Do you know who coordinated or put together
 4 the Topgolf event?
 5 A. It was two regions. One was Rob Rock. And the
 6 other, I believe, was Gio Vendemia.
 7 Q. And both of those regional directors would have
 8 been under your purview as the area director,
 9 correct?
 10 A. Yes.
 11 Q. Did these regional directors discuss the Topgolf
 12 event with you before planning it?
 13 A. Yes.
 14 Q. When were you first approached or when were you
 15 first made aware of their intent to plan this
 16 event?
 17 A. If my memory serves me right, it was before the
 18 meeting, because I don't know if -- I think it was
 19 Gio that questioned -- because he had to make a
 20 reservation for it, and it was on their own, so he
 21 just wanted to make sure that this would be
 22 something that people could use their -- their --
 23 their -- that they could budget for within their
 24 T&E.
 25 (Court reporter requested clarification.)

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1 THE WITNESS: Travel and expenses, just the
 2 normal way they would budget a dinner.
 3 Q. (BY MR. STEWART) Was permission sought from you so
 4 that this event could be scheduled?
 5 A. I guess indirectly. It wasn't -- it wasn't -- it
 6 was more of a heads-up that this is something they
 7 were planning. And -- 'cause there wasn't any --
 8 you know, I wouldn't tell them they could or
 9 couldn't do something like that.
 10 I think it was more from the standpoint of --
 11 I guess the permission was around making sure it
 12 fell within the guidelines of what people could
 13 budget their travel and expenditures towards. So
 14 that, yes.
 15 Q. Were you made aware about the total number of
 16 anticipated participants?
 17 A. I think I was in terms of -- 'cause whatever Gio
 18 was talking about, there had to be a deposit. And
 19 so they had to guarantee a certain amount or
 20 something like that.
 21 Q. And do you know how many people were -- planned to
 22 attend the Topgolf event?
 23 A. I don't remember, but at least two regions' worth
 24 of number, I'd say. I don't know exactly, but I
 25 mean, there were two regions that were doing it.

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1 That gives you a kind of a guesstimate.
 2 Q. Do you know if this event was planned as an invite
 3 only event?
 4 A. No. Not that I'm aware of.
 5 Q. Were you personally invited to attend the event?
 6 A. He asked -- I remember Gio asked me if I -- if I
 7 wanted to go. I told him I'd definitely stop by.
 8 Now, the only -- it wasn't necessarily that I
 9 remember an invite, but like I said, they had to
 10 guarantee a certain amount of people going. And
 11 then there would be probably a limit of -- of how
 12 many people it could have been or not based on
 13 Topgolf.
 14 Q. At some point in time, did you arrive at the
 15 Topgolf event?
 16 A. Yes.
 17 Q. Do you recall, did the event take place in the
 18 afternoon, the evening, or something else?
 19 A. It was evening, dinnertime.
 20 Q. Do you know what time you arrived at the Topgolf
 21 event?
 22 A. I don't remember exactly, but it was already going
 23 on.
 24 Q. And so other Pacira employees were already present
 25 at Topgolf when you arrived?

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1 A. Yeah. Like I mentioned earlier, my counterpart and
 2 I had some stuff we had to do for the meeting, and
 3 then we -- we went together late.
 4 Q. And did you take an Uber or a cab to the Topgolf
 5 event?
 6 A. Yes.
 7 Q. And did you ride in the cab with your -- withdrawn.
 8 Is your counterpart you're referring to, is
 9 that the West area director, Vaughn Schouten?
 10 A. Yes.
 11 Q. And did you arrive in the cab at the same time as
 12 Vaughn did?
 13 A. Yes. We took the cab together.
 14 Q. Do you recall approximately how long you remained
 15 at the Topgolf event for?
 16 A. I don't remember for exactly how long. I'm
 17 guessing hour, hour and a half.
 18 Q. Do you recall who you left the event with?
 19 A. I -- I don't -- I believe I left with Vaughn, but I
 20 don't -- I don't remember for sure, but I -- I
 21 think so.
 22 Q. And can you describe to me what Topgolf is?
 23 MR. PANZINI: Object to form.
 24 But go ahead.
 25 A. Yeah. It's a -- it's a -- kind of a golf driving

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1 range that has a gaming to it and targets. And
 2 they also have food and refreshments, as well.
 3 Q. And the facility that you had -- that the event
 4 took place at in Florida, was it -- was it one
 5 level, two levels, three levels, or something else
 6 in terms of the number of floors that the facility
 7 consisted of?
 8 A. It was at least -- there were two levels that I
 9 remember.
 10 Q. Is the facility indoors or outdoors?
 11 A. Both.
 12 Q. At some point in time, did you come to learn about
 13 an altercation between Reshma and Rob Rock that
 14 transpired at the Topgolf event?
 15 A. I did.
 16 Q. And when was it that you -- withdrawn.
 17 Were you present when that occurrence
 18 transpired?
 19 A. No. I believe I came in after it happened.
 20 Q. And how did you first come to learn of this
 21 occurrence between Rob and Reshma?
 22 A. I'd gotten there and, if I remember correctly,
 23 Reshma was seated at a table and she was
 24 emotionally distraught. So I -- if I remember
 25 right, then I approached her to find out what --

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1 what was going on.
 2 Q. And what did Reshma tell you when you approached
 3 her?
 4 A. This isn't verbatim; it's best as I can recall.
 5 But she talked about how they were trying to
 6 blackball her from coming here and she wasn't
 7 invited and this is a guys only event.
 8 And she got here and her and Rob had a fight.
 9 And I forget exactly -- exactly what the fight was
 10 around, but it -- I guess the context of it anyway
 11 was her, in her mind, in her perception, that this
 12 was some sort of guys only event.
 13 And she did mention something to the effect
 14 that he said, Shouldn't you be at the -- the Women
 15 in Leadership Event, or something like that,
 16 according to her. I remember that.
 17 Q. Do you remember the other individuals -- the other
 18 Pacira employees that were present at the Topgolf
 19 event on that evening?
 20 A. They were mostly from both of those regions, but I
 21 don't remember in particular everyone specifically
 22 who might have been there.
 23 Q. Do you know if Rob Rock was there?
 24 A. Yes.
 25 Q. What about Isaac Smolko?

EXHIBIT 8

EMPLOYEE HANDBOOK



January 2017

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Welcome to the Pacira Pharmaceuticals, Inc., Team! .

You have joined an organization that values teamwork, accountability and a passion for doing the right thing. We expect to succeed in our endeavors, and our environment supports and empowers employees to perform at their best. We encourage and applaud innovation, creativity and initiative. We walk our talk here.

At Pacira, we strive to create value efficiently through high-end, innovative products and knowledge of the acute care market, all within a culture that attracts hardworking and passionate people who are dedicated to serving our customers.

We hope that, as a new Pacira employee, you will find this Employee Handbook a useful tool. It has been designed to provide answers to many of your questions about our company policies and preferred behaviors.

If you have any questions or need additional clarification, please feel free to ask your manager or any member of the Human Resources team.

We are pleased to have you with us here at Pacira where we take care of our customers, we take care of each other and we have fun!

Dave Stack
Chief Executive Officer
Pacira Pharmaceuticals, Inc.



Pacira Pharmaceuticals has a number of corporate policies that provide a framework of what employees can expect from the Company as well as what the Company expects from its employees.

This Employee Handbook ("Handbook") provides summaries of many of our policies in an easily understood, user-friendly way. The policies in this Handbook are guidelines only and are subject to change from time to time at the discretion of Pacira to address changes in the law or changing business needs. Additionally, this Handbook is not a contract for employment, either expressed or implied. It is our hope that this Handbook will serve as a resource to answer your questions about policy areas and serve as a guideline for the equitable implementation of benefits that many of these policies offer.

Of course, if you have any questions about these policies or anything contained in the Pacira Pharmaceuticals Handbook, please do not hesitate to contact your Human Resources representative for clarification.

We recognize that you have options regarding where you work – we are glad you have chosen to work for Pacira!

Rich Kahr
Vice President
Human Resources
Pacira Pharmaceuticals, Inc.

Introduction

This Handbook explains the Pacira Human Resources policies as well as the specific opportunities and responsibilities that exist for you within our company. All previously issued Handbooks and any inconsistent policy statements – oral or written – are superseded by this Handbook. The Company reserves the right, at any time, to revise, delete or add to any and all policies, procedures, work rules, or benefits stated in this Handbook. Any changes to this Handbook will be communicated to all employees so that employees will be aware of the new policies or procedures. No oral statement or representation can, in any way, change or alter the provision of this Handbook.

Nothing in this Handbook or in any other personnel document creates or is intended to create a contract, promise or representation of continued employment for any employee. No supervisor or manager has any authority to enter into a contract of employment, expressed or implied, with any employee. Only the Chief Executive Officer (CEO) of the Company has the authority to enter into an employment agreement, and then only in writing. Any binding commitments regarding your employment being anything other than at will must be in writing and signed by the CEO of the Company.

Not all Company policies and procedures are set forth in this Handbook. These policies will be reasonably interpreted in light of our varied work schedules in our manufacturing operations. We have summarized many of the more important and significant policies here. If you have any questions or concerns about this Handbook or any other policy or procedure, please ask your manager or a member of the Human Resources team.

Employment at Will

Employment at Pacira Pharmaceuticals is at will. This means that employment with the Company may be terminated for any or no reason, with or without cause or notice, at any time by you or the Company.

Changes that may occur during employment over time, such as performance evaluations, changes in compensation, receipt of bonuses, promotions or other changes, will not change the at-will nature of employment at Pacira Pharmaceuticals and will not create any implied promise of continuing employment. Nothing in the Handbook is meant to change the at-will nature of employment with the Company, which is and will remain at will.

Code of Business Conduct and Ethics

Pacira Pharmaceuticals has adopted a Code of Business Conduct and Ethics (the “Code”) to promote honest and ethical conduct, including fair dealing and the ethical handling of conflicts of interest; promote full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed by the Company; promote compliance with applicable laws and governmental rules and regulations; ensure the protection of the Company’s legitimate business interests, including corporate opportunities, assets and confidential information; and deter wrongdoing. All employees of the Company are expected to be familiar with the Code and to adhere to those principles and procedures set forth in the Code.

Any questions regarding how this Code should be interpreted or applied should be addressed to the employee's manager, the Compliance Department or the Vice President of Human Resources. Contact can also be made through our Confidential Hotline at 800-799-6371. Please refer to the Pacira Pharmaceuticals, Inc., Code of Business Conduct and Ethics for more detailed information.

Non-Retaliation and Hotline Policy

Consistent with applicable laws and regulations, any employee who has a Good Faith belief that any other employee or representative of the Company has engaged in or is engaging in conduct that violates applicable law or any Company policies may report such conduct openly or anonymously without fear of retaliation.

- To act in “Good Faith” means that you have given specific information regarding an activity or practice that you reasonably believe to be a violation of law or Company policy and which is provided without malice or consideration of personal benefit.
- While complaints may be made anonymously, and no attempt will be made to identify the person who raised the issue, the Company cannot guarantee anonymity with regard to a Good Faith report of any violation, if there is an investigation. Only the fewest number of people required to investigate and resolve an issue will be informed of the report and every effort will be made to keep it confidential, however, the Company cannot guarantee confidentiality, as the Company may need to disclose certain information in connection with any investigation, and as may be required by applicable law or regulation.

Employees should familiarize themselves with the Company’s bulletin boards that may, in certain jurisdictions, include notices relating to protections available for reporting certain



occurrences concerning the workplace, including, for New Jersey employees, the Conscientious Employee Protection Act (CEPA).

Employees wishing to make a Good Faith report should notify a member of the Human Resources team, the Legal Department or the Executive Director of Compliance. In addition, employees may make anonymous reports through our Confidential Hotline at 800-799-6371 or email ethics@pacira.com or compliance@pacira.com. Please note that while you have the right to make anonymous reports, doing so may deprive the Company of its best opportunity to fully investigate the report.

This Non-Retaliation and Hotline Policy is not intended to apply to complaints pertaining to sexual and other unlawful harassment. If you believe that you have been subjected to sexual or other unlawful harassment or have witnessed or otherwise become aware of such an incident, please follow the complaint procedure described in the Company's "Policy Against Sexual and Other Unlawful Harassment."

Equal Employment Opportunity

The Company provides equal employment opportunities to all employees and applicants for employment without regard to race, color, national origin, ancestry, creed, religion, age, sex (including pregnancy), affectional or sexual orientation, gender identity or expression, disability or atypical hereditary cellular or blood trait, genetic information, marital status, civil union or domestic partner status, refusal to submit to a genetic test or make available the results of a genetic test to an employer, liability for service in the Armed Forces of the United States, veteran status, status as a Vietnam-era or special disabled veteran or any other characteristic protected under any applicable federal, state or local law. It is the obligation of every employee to adhere to the spirit as well as the letter of these practices. This policy applies to all terms and conditions of employment including, without limitation, hiring, placement, promotion, termination, lay-off, recall, transfer, leaves of absence, compensation and training.

The Company will not tolerate discrimination and expressly prohibits any form of unlawful employee harassment based on race, color, national origin, ancestry, creed, religion, age, sex (including pregnancy), affectional or sexual orientation, gender identity or expression, disability or atypical hereditary cellular or blood trait, genetic information, marital status, civil union or domestic partner status, refusal to submit to a genetic test or make available the results of a genetic test to an employer, liability for service in the Armed Forces of the United States, veteran status, status as Vietnam-era or special disabled veteran or any other characteristic protected under any applicable federal, state or local law. It is a condition of employment that employees cooperate in all of the Company's investigations, including those involving a



complaint of unlawful discrimination or harassment. If you believe that you have been subjected to unlawful discrimination or harassment or have witnessed such an incident, please follow the procedures set forth in the Company's "Policy Against Sexual and Other Unlawful Harassment."

No retaliation will be taken against an employee who makes a good faith report of unlawful discrimination or harassment.

As is true with respect to all other Company policies, violation of this policy will result in disciplinary action, up to and including termination.

Policy Against Sexual and Other Unlawful Harassment

The purpose of this policy is to maintain a workplace free from unlawful harassment of any kind (such as oral, written, visual or electronic) for any reason, including freedom from sexual harassment and freedom from other unlawful harassment on the basis of race, color, national origin, ancestry, creed, religion, age, sex (including pregnancy), affectional or sexual orientation, gender identity or expression, disability or atypical hereditary cellular or blood trait, genetic information, marital status, civil union or domestic partner status, refusal to submit to a genetic test or make available the results of a genetic test to an employer, liability for service in the Armed Forces of the United States, veteran status, status as a Vietnam-era or special disable veteran or any other characteristic protected under any applicable federal, state or local law. Without limitation, this policy governs conduct in the workplace (including all work-related travel) and at any other location where a Company-sponsored event takes place, as well as interactions between employees occurring during non-working hours.

Sexual and other unlawful harassment, whether committed by or against management or fellow employees, is strictly prohibited. In addition, the Company will not tolerate sexual and other unlawful harassment committed by or against the Company's clients, customers, vendors or visitors.

Definition of Prohibited Conduct

Sexual harassment

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual expressions of a sexual nature may constitute sexual harassment when:

- a) Submission to or rejection of such advances, requests or conduct is made a term or condition of the individual's employment, either explicitly or implicitly;
- b) Submission to or rejection of such advances, requests or conduct is used, either explicitly or implicitly, as a basis for employment or compensation decisions affecting the individual; or
- c) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is difficult to define precisely what types of conduct might constitute sexual harassment, examples of prohibited behavior include, without limitation, unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic materials, sending sexually explicit e-mail or voice mail and other unwelcome verbal or physical conduct of a sexual nature, such as uninvited touching or sexually related comments. Depending on the circumstance, such conduct also can include sexual or offensive conversation or jokes, comments about an employee's or another individual's physical appearance, conversation or teasing about one's own or someone else's sex life or other conduct directed toward a person because of his/her gender that is sufficiently severe or pervasive to create a hostile work environment.

Other unlawful harassment

It also is difficult to define precisely what conduct constitutes "other unlawful harassment." However, prohibited conduct includes slurs or epithets, threats, derogatory comments, unwelcome jokes and teasing, touching and abuse and other kinds of verbal or physical conduct that is based on race, color, national origin, ancestry, creed, religion, color, national origin, age, sex (including pregnancy), disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test to an employer, religions, affectional or sexual orientation, gender identity or expression, marital status, civil union or domestic partner status, military status or any other characteristic protected by applicable federal or state laws.

Complaint procedures

If you believe that you have been subjected to sexual harassment or other unlawful harassment or have witnessed or otherwise become aware of such an incident, you should consider making it clear to the offender that such behavior is offensive, if you are comfortable in doing so. You must also immediately notify your supervisor or manager, the Vice President of Human



Resources, a member of the Human Resources team or any other member of senior management. Managers and supervisors who receive complaints of sexual harassment or other unlawful harassment from employees must report such complaints to the Vice President of Human Resources or a member of the Human Resources team.

A complaint of alleged sexual or other unlawful harassment will be investigated promptly. Failure to report complaints of unlawful harassment hampers the Company's ability to take necessary steps to remedy such situations. It is a condition of your employment that you cooperate with all Company investigations. The Company cannot guarantee confidentiality with regard to complaints of sexual or other unlawful harassment, as the Company may need to disclose certain information in connection with any investigation and corrective measures taken. Policy violations will result in appropriate disciplinary action, which may include termination of employment. The Company will adopt preventative and corrective actions to the extent warranted under the circumstances.

Prohibition against retaliation

The Company prohibits any form of retaliation against individuals who, in good faith, report unwelcome conduct or who cooperate in the investigation of such reports in accordance with this policy. Conversely, a report made in bad faith will subject the reporting individual to corrective action, up to and including termination.

Alleged acts of retaliation should be reported immediately to your supervisor or manager, the Vice President of Human Resources, a member of the Human Resources team or any other member or senior management. Managers and supervisors who receive complaints of retaliation from employees must report such complaints to the Vice President of Human Resources or a member of the Human Resources team. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

Management responsibility

Each supervisor and manager is responsible for enforcing the Company's Policy Against Sexual and Other Unlawful Harassment and maintaining a work environment free from sexual and other unlawful harassment. This includes understanding the Company's Policy Against Sexual and Other Unlawful Harassment, reporting any complaint of harassment received from an employee to the appropriate Company representative, cooperating with investigations into reported allegations of sexual and other unlawful harassment and taking the necessary and appropriate action when such allegations are substantiated.

EXHIBIT 9

All dates are in 'm/d/yyyy' format.

By User

UserID: Reshma.Abell

Include Completions for previous training versions

Current Completions

Include equivalent completions

User Id	Last Name	First Name	Proficiency	Completed On	Training Code	Training Title	Course Version	Class Code	Training Type	Score	Training Status	Equivalflag	Version Status	Completion Status
Reshma.Abell	Abell	Reshma	QUALIFIED	5/2/2014 09:19:06 AM UTC-04:00	SLS-00040	Pacira Incentive Compensation Plan 2013	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/25/2014 01:53:24 PM UTC-04:00	SLS-00031	Convention Congress and Symposia Booth Communications	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/25/2014 01:57:01 PM UTC-04:00	SLS-00049	2014 Pacira's Incentive Compensation Plan	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 09:59:59 AM UTC-04:00	SLS-00045	EXPAREL – Knowing the Knee – SALES	1	1	SLS	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 10:13:10 AM UTC-04:00	SLS-00044	EXPAREL - Surveying the Shoulder	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 10:42:27 AM UTC-04:00	SLS-00046	EXPAREL – Honing your Skills on the Hip – SALES	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 10:44:35 AM UTC-04:00	SLS-00047	EXPAREL – Calling in the Reinforcements – SALES	1	1	SLS	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:21:30 AM UTC-04:00	PHSM11	Physician Payment Sunshine Act	1.1	1	EFLEX	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:21:30 AM UTC-04:00	PHSM11	Physician Payment Sunshine Act	2	1	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:25:22 AM UTC-04:00	FIN-00002	MedPro Attendee Lookup in Concur	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:26:21 AM UTC-04:00	REG-SOP-0029	Obligation of All Employees to Report Adverse Events	2	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:26:21 AM UTC-04:00	PCV-SOP-0009	Obligation of All Employees to Report Adverse Events	3	1	CD	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:27:22 AM UTC-04:00	QAU-SOP-0012	Handling of Product Complaints	12	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:27:45 AM UTC-04:00	REG-SOP-0028	Processing of Medical Information Requests	4	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:30:11 AM UTC-04:00	HR-00001	Pacira's Expense Reimbursement & Travel Policy	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:49:03 AM UTC-04:00	FIN-00001	Pacira's Financial Policy Overview	2	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:49:03 AM UTC-04:00	FIN-00001	Pacira's Financial Policy Overview	3	1	CD	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/26/2014 11:55:05 AM UTC-04:00	HR-00002	Pacira - General Employee Handbook	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/27/2014 04:52:38 PM UTC-04:00	PRIVACY02	HIPAA and Privacy Guidelines for Pharmaceutical Sales Representatives	2	1	EFLEX	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/27/2014 04:52:38 PM UTC-04:00	PRIVACY02	HIPAA and Privacy Guidelines for Pharmaceutical Sales Representatives	2.1	1	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/27/2014 11:29:10 PM UTC-04:00	PHSM09	Introduction to Pharmaceutical Compliance	2	1	CBT	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/27/2014 11:29:10 PM UTC-04:00	PHSM09-MOB	Introduction to Pharmaceutical Compliance	1	1	SCORM	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/27/2014 11:29:10 PM UTC-04:00	PHSM09	Introduction to Pharmaceutical Compliance	3	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/27/2014 11:51:47 PM UTC-04:00	PHSM01	Basics of the PhRMA Code	2	1	CBT	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/27/2014 11:51:47 PM UTC-04:00	PHSM01-MOB	Basics of the PhRMA Code	1	1	SCORM	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/27/2014 11:51:47 PM UTC-04:00	PHSM01	Basics of the PhRMA Code	3	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:09:05 AM UTC-04:00	COM-00003	Off-Label Promotion	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:14:07 AM UTC-04:00	SLS-00014	EXPAREL Product Training – Module 1 AAG Card	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:14:07 AM UTC-04:00	SLS-00070	EXPAREL - Module 2 Management of Postsurgical Pain: Introduction to Multimodal and Local Anesthesia	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:14:30 AM UTC-04:00	SLS-00017	EXPAREL Product Training – Module 2 Table Local Anesthetics	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:21:09 AM UTC-04:00	SLS-00018	EXPAREL Product Training – Module 2 Table Opioids	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:22:24 AM UTC-04:00	SLS-00015	EXPAREL Product Training – Module 2 AAG Card	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:24:40 AM UTC-04:00	SLS-00016	EXPAREL Product Training – Module 3 AAG Card	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:33:41 AM UTC-04:00	SLS-00019	EXPAREL FAQs for Steadman Hawkins Revised	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:34:11 AM UTC-04:00	SLS-00020	iTap Training Presentation	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:34:56 AM UTC-04:00	SLS-00021	EXPAREL - TAP Infiltration sheet	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:35:29 AM UTC-04:00	SLS-00022	Initial Findings Using EXPAREL® via iTAP for Postsurgical Analgesia in Robotic Prostatectomy; Sternlicht, Shapiro, et. al.	1	1	SLS	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:35:54 AM UTC-04:00	SLS-00023	Retrospective Review of EXPAREL in iTAP Blocks in Hand-Assisted Nephrectomy and Colorectal Procedures; Kesha, Dunn & Hutchins	1	1	SLS	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:36:16 AM UTC-04:00	SLS-00024	TRANSVERSUS ABDOMINIS PLANE (TAP) BLOCK; Mukhatar	1	1	SLS	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 12:58:21 AM UTC-04:00	SLS-00035	EXPAREL Studying the Spine	1	1	SLS	QUALIFIED	Enabled	0	Effective	Non-Expired

Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:00:26 AM UTC-04:00	SLS-00048	EXPAREL Reimbursement Guide Training	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:22 AM UTC-04:00	SLS-00013	EXPAREL Product Training Module 3	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:22 AM UTC-04:00	SLS-00069	EXPAREL - Module 1 Introduction to Pain Management and the Hospital Setting	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:22 AM UTC-04:00	SLS-00072	EXPAREL - Module 4 Management of Postsurgical Pain: Therapeutic Landscape	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:22 AM UTC-04:00	SLS-00073	EXPAREL - Module 5 (Bupivacaine Liposome Injectable Suspension)	1	1	SLS	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:22 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	3	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:22 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	4	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:22 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	5	1	EXAMC	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:22 AM UTC-04:00	SLS-00073	EXPAREL - Module 5 (Bupivacaine Liposome Injectable Suspension)	2	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00011	EXPAREL Product Training Module 1	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00069	EXPAREL - Module 1 Introduction to Pain Management and the Hospital Setting	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00070	EXPAREL - Module 2 Management of Postsurgical Pain: Introduction to Multimodal and Local Anesthesia	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00072	EXPAREL - Module 4 Management of Postsurgical Pain: Therapeutic Landscape	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00073	EXPAREL - Module 5 (Bupivacaine Liposome Injectable Suspension)	1	1	SLS	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	3	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	4	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	5	1	EXAMC	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:06:51 AM UTC-04:00	SLS-00073	EXPAREL - Module 5 (Bupivacaine Liposome Injectable Suspension)	2	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00012	EXPAREL Product Training Module 2	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00069	EXPAREL - Module 1 Introduction to Pain Management and the Hospital Setting	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00070	EXPAREL - Module 2 Management of Postsurgical Pain: Introduction to Multimodal and Local Anesthesia	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00072	EXPAREL - Module 4 Management of Postsurgical Pain: Therapeutic Landscape	1	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00073	EXPAREL - Module 5 (Bupivacaine Liposome Injectable Suspension)	1	1	SLS	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	3	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	4	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	5	1	EXAMC	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:08:48 AM UTC-04:00	SLS-00073	EXPAREL - Module 5 (Bupivacaine Liposome Injectable Suspension)	2	1	SLS	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:46:25 AM UTC-04:00	PHSM07	Interactions with Healthcare Professionals – Field	1.2	1	CBT	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 01:46:25 AM UTC-04:00	PHSM07	Interactions with Healthcare Professionals – Field	2	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 03:26:25 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	1	1	EXAMC	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 03:26:25 AM UTC-04:00	SLS-00051	EXPAREL Product Training Certification	1	1	FORM	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 03:26:25 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	2	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 03:26:25 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	3	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 03:26:25 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	4	1	EXAMC	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/28/2014 03:26:25 AM UTC-04:00	SLS-00050	EXPAREL Product Training Exam	5	1	EXAMC	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2014 08:27:01 PM UTC-04:00	PCV-SOP-0009	Obligation of All Employees to Report Adverse Events	4	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2014 08:27:01 PM UTC-04:00	PCV-SOP-0009	Obligation of All Employees to Report Adverse Events	5	1	CD	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/11/2014 09:58:58 AM UTC-04:00	LAV08	Sexual Harassment Awareness for Employees	1.4	1	CBT	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/11/2014 09:58:58 AM UTC-04:00	LAV08	Sexual Harassment Awareness for Employees	2	1	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/11/2014 09:58:58 AM UTC-04:00	LAV08	Sexual Harassment Awareness for Employees	2.1	1	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/11/2014 09:58:58 AM UTC-04:00	LAV08	Sexual Harassment Awareness for Employees	2.2	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/14/2014 07:09:45 PM UTC-04:00	SLS-00053	Certification - Promotional and Non Promotional Items	1	1	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	11/21/2014 11:47:22 AM UTC-05:00	EHS09	Bloodborne Pathogens — Healthcare Workers	3	1	CBT	QUALIFIED	Disabled	0	Retired	Non-Expired

Reshma.Abell	Abell	Reshma	QUALIFIED	11/21/2014 11:47:22 AM UTC-05:00	EHS09	Bloodborne Pathogens — Healthcare Workers	3.1	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	12/2/2014 09:38:46 AM UTC-05:00	SLS-00056	Unrestricted ILEXPAREL® Publications (Guidance for Field Teams)	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	12/2/2014 09:39:06 AM UTC-05:00	SLS-00058	Medical Use Only ILEXPAREL® Publications (Guidance for Field Teams)	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	12/2/2014 09:39:31 AM UTC-05:00	SLS-00057	Guidance for Field Teams (Guidance for Field Teams)	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	12/2/2014 09:42:47 AM UTC-05:00	SLS-00060	Pacira Grant Policy	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	12/2/2014 09:43:13 AM UTC-05:00	QAU-SOP-0012	Handling of Product Complaints	13	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	12/2/2014 09:43:13 AM UTC-05:00	QAU-SOP-0012	Handling of Product Complaints	14	1	CD	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	12/2/2014 09:43:13 AM UTC-05:00	QAU-SOP-0012	Handling of Product Complaints	15	1	CD	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	4/4/2015 07:53:32 AM UTC-04:00	PCV-SOP-0009	Obligation of All Employees to Report Safety Information	6	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	4/4/2015 07:59:11 AM UTC-04:00	SLS-00031	Convention Congress and Symposia Booth Communications	2	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/20/2015 01:16:23 PM UTC-04:00	PHSM11	Physician Payment Sunshine Act	2	1	EFLEX	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/20/2015 01:16:23 PM UTC-04:00	PHSM11-ILC	to give historical completions for PHSM11 (Sunshine Act)	1	1	ILC	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/30/2015 10:15:11 AM UTC-04:00	LAV21	Harassment in the Workplace	1.2	1	EFLEX	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/30/2015 10:15:11 AM UTC-04:00	LAV21	Harassment in the Workplace	1.3	1	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/30/2015 10:15:11 AM UTC-04:00	LAV21	Harassment in the Workplace	1.4	1	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/30/2015 10:15:11 AM UTC-04:00	LAV21	Harassment in the Workplace	1.5	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	6/9/2015 07:14:42 PM UTC-04:00	HR-00002	Pacira - General Employee Handbook	2	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	6/10/2015 03:32:00 PM UTC-04:00	LAV01	Age Discrimination	2.1	1	CBT	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	6/10/2015 03:32:00 PM UTC-04:00	LAV01	Age Discrimination	2.2	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/9/2015 10:47:44 AM UTC-04:00	SLS-00061	2015 Pacira's Incentive Compensation Plan	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/25/2015 09:05:11 PM UTC-04:00	SLS-00064	PACIRA EXPAREL® CLINICAL REPRINT WORK INSTRUCTIONS	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/25/2015 09:06:09 PM UTC-04:00	SLS-00062	Truthful and Non-Misleading Clarification	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	1/25/2016 10:22:39 AM UTC-05:00	QAU-SOP-0012	Handling of Product Complaints	16	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/1/2016 09:58:21 AM UTC-05:00	IT-00027	Security Awareness Training	1	1	SCORM	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/11/2016 01:51:18 PM UTC-04:00	IT-00026	Creating Strong Passwords	1	1	SCORM	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/11/2016 03:45:44 PM UTC-04:00	FIN-00002	Expense Reimbursement and Proper Entry in Concur	2	1	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	8/5/2016 01:39:39 PM UTC-04:00	MED-SOP-0001	Processing Medical Information Requests	8	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/6/2016 04:43:11 AM UTC-04:00	SLS-00076	2016 Pacira Incentive Compensation Plan	2	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/6/2016 05:56:56 AM UTC-04:00	PHSM11	Physician Payment Sunshine Act	3	1	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/7/2016 07:27:55 AM UTC-04:00	IT-00005	IT End User Computing Policy Rev 003	3	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/19/2016 11:26:05 AM UTC-04:00	SLS-00078	EXPAREL – Third Molar Extraction Module	1	1	SLS	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/19/2016 11:26:05 AM UTC-04:00	Module 12 - EXPAREL OMFS	Surgery	1	1	PPT	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/19/2016 11:45:54 AM UTC-04:00	HR-00006	2016 Objective Setting Guide	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/19/2016 12:25:44 PM UTC-04:00	ETHICS20	E-Mail and Corporate Communications	1	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/19/2016 12:25:44 PM UTC-04:00	RH0018	Proper Use of Email and the Internet	4	1	SCORM	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/19/2016 12:26:21 PM UTC-04:00	HR-00002	Pacira - General Employee Handbook	3	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	9/19/2016 12:45:16 PM UTC-04:00	SLS-00079	Operating Mechanism Guide	1	1	SLS	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	4/11/2017 09:46:41 AM UTC-04:00	PCV-SOP-0009	Obligation of All Employees to Report Safety Information	7	1	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	4/11/2017 10:15:52 AM UTC-04:00	LAV01	Age Discrimination	2.2	1	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/25/2017 10:12:06 AM UTC-04:00	PRIVACY02	HIPAA and Privacy Guidelines for Pharmaceutical Sales Representatives	2.1	2	EFLEX	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/25/2017 10:14:28 AM UTC-04:00	HR-00001	Pacira's Expense Reimbursement & Travel Policy	3	2	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	5/25/2017 10:53:20 AM UTC-04:00	LAV11	Violence in the Workplace	2	3	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2017 08:24:26 AM UTC-04:00	SLS-00082	2017 Incentive Compensation Plan - SAS	1	1	SLS	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2017 08:44:50 AM UTC-04:00	LAV08	Sexual Harassment Awareness for Employees	2	2	EFLEX	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2017 08:44:50 AM UTC-04:00	LAV08	Sexual Harassment Awareness for Employees	2.1	2	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2017 08:44:50 AM UTC-04:00	LAV08	Sexual Harassment Awareness for Employees	2.2	2	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2017 09:07:23 AM UTC-04:00	LAV21	Harassment in the Workplace	1.3	2	EFLEX	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2017 09:07:23 AM UTC-04:00	LAV21	Harassment in the Workplace	1.4	2	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/3/2017 09:07:23 AM UTC-04:00	LAV21	Harassment in the Workplace	1.5	2	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/4/2017 11:03:15 AM UTC-04:00	EHS09	Bloodborne Pathogens — Healthcare Workers	3.1	2	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/5/2017 07:42:09 AM UTC-04:00	LGL-00002	Pacira's Insider Trading Policy	1	3	CD	QUALIFIED	Enabled	0	Effective	Non-Expired

Reshma.Abell	Abell	Reshma	QUALIFIED	7/5/2017 07:43:05 AM UTC-04:00	LGL-00003	Pacira's Disclosure Policy	1	3	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/5/2017 08:12:49 AM UTC-04:00	PHSM01	Basics of the PhRMA Code	3	3	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/5/2017 08:53:39 AM UTC-04:00	PHSM07	Interactions with Healthcare Professionals – Field	2	2	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/10/2017 10:21:57 AM UTC-04:00	PP-NP-US-0441	Medical Information Overview	1	1	CBT	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/10/2017 11:21:38 AM UTC-04:00	PRIVACY02	HIPAA and Privacy Guidelines for Pharmaceutical Sales Representatives	3	1	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/24/2017 07:17:36 AM UTC-04:00	LGL-00001	Pacira's Code of Business Conduct and Ethics	1	3	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	7/24/2017 07:51:57 AM UTC-04:00	ETHICS20	E-Mail and Corporate Communications	1	1	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	8/16/2017 08:19:33 AM UTC-04:00	PP-EX-US-2853	The PILLAR Study	1	1	PPT	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	8/16/2017 08:21:38 AM UTC-04:00	QAU-SOP-0013	Recall Procedure	11	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	8/16/2017 08:22:16 AM UTC-04:00	QAU-SOP-0013	Recall, Market Withdrawal, and Corrections Procedure	13	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	8/16/2017 08:22:59 AM UTC-04:00	COM-00004	PhRMA Code	1	2	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/2/2017 12:15:49 PM UTC-04:00	LAV08	Sexual Harassment Awareness for Employees	2	1	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/2/2017 12:15:49 PM UTC-04:00	LAV09	Sexual Harassment Awareness for Managers	3	1	EFLEX	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/2/2017 12:15:49 PM UTC-04:00	LAV09	Sexual Harassment Awareness for Managers	3.1	1	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/2/2017 12:15:49 PM UTC-04:00	LAV09	Sexual Harassment Awareness for Managers	3.2	1	EFLEX	QUALIFIED	Enabled	1	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/4/2017 08:14:41 AM UTC-04:00	EHS99	SMART Goal Setting	1.3	2	CBT	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/4/2017 08:14:41 AM UTC-04:00	EHS99	SMART Goal Setting	1.4	2	EFLEX	QUALIFIED	Disabled	1	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/4/2017 08:49:53 AM UTC-04:00	IT-00028	Security Awareness Training	1	1	SCORM	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/4/2017 08:51:19 AM UTC-04:00	ITS-POL-0003	Information Technology End User Computing Policy	1	1	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	10/4/2017 08:51:48 AM UTC-04:00	My Team	My Team Dashboard Training for Managers	3	1	SCORM	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	11/8/2017 08:01:03 AM UTC-05:00	LAV02	Affirmative Action in the Workplace (for Employers)	3	1	EFLEX	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	12/14/2017 11:41:30 AM UTC-05:00	HR-00002	Pacira - General Employee Handbook	4	2	CD	QUALIFIED	Disabled	0	Retired	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	1/18/2018 08:57:44 AM UTC-05:00	COM-00007	Sales Personnel Field Compliance Manual	1	3	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	1/19/2018 09:59:22 AM UTC-05:00	COM-00005	Executive Summary to Corporate Compliance Manual	1	3	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	2/2/2018 11:33:53 AM UTC-05:00	HR-00001	Pacira's Expense Reimbursement & Travel Policy	4	1	CD	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	2/5/2018 03:43:01 PM UTC-05:00	SLS-00089	Module 5: Factors Influencing Choice of Anesthesia	1	1	SCORM	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	2/5/2018 04:04:16 PM UTC-05:00	SLS-00087	Module 3: Roles of Anesthesia Stakeholders	1	1	SCORM	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	2/5/2018 04:05:47 PM UTC-05:00	SLS-00086	Module 2: Practice Settings of Anesthesia Stakeholders	1	1	SCORM	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	2/10/2018 06:24:22 PM UTC-05:00	SLS-00084	Intro to Pharmacokinetics	1	1	SCORM	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	2/10/2018 06:36:16 PM UTC-05:00	SLS-00083	Ultrasound Basics	1	1	SCORM	QUALIFIED	Enabled	0	Effective	Non-Expired
Reshma.Abell	Abell	Reshma	QUALIFIED	2/10/2018 06:45:41 PM UTC-05:00	SLS-00085	Module 1: Education/training of Anesthesia Stakeholders	1	1	SCORM	QUALIFIED	Enabled	0	Effective	Non-Expired

EXHIBIT 10

1 A. Mmm-hmm.

2 Q. What was the subject matter of that
3 call?

4 A. It was just investigating. He said he
5 just needed to speak about the events, hear from me
6 what happened at the national sales meeting because
7 it was reported I guess by one of the superiors so he
8 wanted to just hear my version and that was what the
9 call was about.

10 Q. How long did that call last?

11 A. I think the first one was probably
12 15 minutes.

13 Q. And during the call Mr. Kahr asked you
14 questions about events at the national sales meeting?

15 A. Yes.

16 Q. Did you have an opportunity to speak and
17 present any position that you may have had to Mr.
18 Kahr?

19 A. Yes.

20 Q. Did he cut you off in any manner?

21 A. No.

22 Q. And I'm sorry, I asked you this but how
23 long was that call you think?

24 A. About 15 minutes I would say. It's hard
25 to recall.

1 multiple, I said multiple as in what, 2, 10, 1,000,
2 help give me a number. Like two people saw something
3 on your phone and they were offended by it. I'm like
4 you mean on my personal phone? They're like yeah.
5 Well, when did they see that? You were on it for
6 30 minutes. First of all, I hate my phone, there's
7 no way I would be on anything more than 30 minutes,
8 my attention span is like a goldfish. Were you
9 looking at some content that has to do with
10 Kamasutra, I'm like yeah. So what does that have to
11 do with anything? Well, they were offended. I was
12 like, yeah, but that's religious context, I don't
13 understand. If I offended someone it was not my
14 intent can you please give me their name so I can
15 apologize? He goes, well, no, we can't do that right
16 now we need to investigate. I said Rich, well, do
17 you mind if I send you this so you can actually
18 understand what this is in context too because it's
19 not what you're making it seem and now I'm going to
20 get offended that you're calling it pornography, you
21 know what I mean? He said no, no, I rather you not
22 do that. I was like okay.

23 So basically you're opening an
24 investigation and not even want to see? He goes no,
25 I prefer you not do that. I'm was like okay, sorry

1 A. No, it was irrelevant at that point, it
2 didn't matter.

3 Q. Do you keep a diary?

4 A. No. I used to keep a log of the people
5 I saw, the surgeons, conversations. Not everyone of
6 them, if they were important I kept notes.

7 Q. So the calls that we were just
8 discussing would you have put those in your log or
9 diary?

10 A. No. I didn't know I was going to be
11 fired the next day otherwise I would have.

12 Q. Just focusing on that second call, at
13 that point I believe you said that Rich Kahr
14 indicated to you that there was an investigation open
15 regarding certain something you were reviewing on
16 your phone, correct?

17 A. Mmm-hmm.

18 Q. You have to say yes or no.

19 A. Yes.

20 Q. Did Mr. Kahr indicate to you what he had
21 done in regard to that investigation at that point?

22 A. No. He asked me were you looking at and
23 I said yes, I didn't lie. I said, yes, it was
24 content that was somebody had sent me and it was just
25 about Kamasutra. One of my -- one of my surgeons

1 Resources, a member of the Human Resources team or
2 any other member of the senior management.

3 During your tenure at Pacira were you
4 ever subjected to sexual harassment?

5 A. Yes.

6 Q. And by whom?

7 A. Too many. I can't list at the moment.

8 Q. It doesn't have to be a comprehensive
9 list, if you can start with some -- if you can
10 remember who subjected you to harass sexual
11 harassment?

12 A. They still work there so I'm not
13 comfortable in doing that to their family. And like
14 I said, I need people to pay taxes, they can't be
15 fired. So I cannot right now.

16 Q. All right well, I'm --

17 A. I'm not comfortable.

18 Q. You have to answer the question though.

19 A. Yes, I have been.

20 Q. Who?

21 MR. STEWART: Are you asking for
22 specific instances or people?

23 MR. PANZINI: Specific people.

24 MR. STEWART: Names of people in the
25 past?

1 MR. PANZINI: Names of people. Then I
2 can break it down to particular incidents.

3 MR. STEWART: To the extent that you
4 remember.

5 THE WITNESS: I clearly remember, I'm
6 just not comfortable.

7 MR. STEWART: Some portion of this is
8 not going to be comfortable.

9 A. So you want names, okay. Do you want
10 all the names or do you want some?

11 Q. Anything you can remember. I'm asking
12 you if you were ever subjected to sexual harassment,
13 and you said you were and again, I'm confining when
14 you were at Pacira and you said you were. And I
15 asked you about the names of the people that
16 subjected you to sexual harassment. If you can give
17 me all the names that you can remember?

18 A. Brandon, what's his last name, can I
19 look up his last name?

20 Q. If you can remember it tell me, if not
21 you can just --

22 MR. STEWARD: Are you referring to
23 Brandon Kristenon (phonetic)?

24 THE WITNESS: Yes, Brandon -- no. It
25 will come to me.

1 A. I remember all of their names.

2 Q. Brandon, Justin, Jim?

3 A. Yes. Rob Rock. And the others I'm not
4 comfortable saying. Let's leave it for now.

5 Q. Again, the purpose of this is not to
6 make you uncomfortable but unfortunately in these
7 procedures there's a little uncomfortableness that
8 might be required. So let me just start with the
9 names you provided to this point. So Brandon, what
10 did he -- was there one occasion where you believe he
11 sexually harassed you or more than one?

12 A. It was more than one. I usually give
13 them a warning after a second.

14 Q. Can you tell me the first time what he
15 did or said?

16 A. Well, because if we're going to talk
17 about what said that's another list. As far as him,
18 he just put his hand under my skirt the first time.
19 The second time he grabbed me from the back.

20 Q. When you said the first, was this one
21 occurrence or two different occurrences?

22 A. Two different times.

23 Q. And so we're talking about the first
24 time. One --

25 A. It was at a national sales meeting, not

1 Q. Correct?

2 A. Yes.

3 Q. And so once you told him at that point
4 you told him if this happens again you were going to
5 report HR?

6 A. Yes.

7 Q. Did any -- were there any further
8 incidents with Brandon?

9 A. No.

10 Q. Did you ultimately report this to HR?

11 A. No.

12 Q. Did you report to any other employee at
13 Pacira?

14 A. No.

15 Q. You didn't report it to your supervisor
16 or manager?

17 A. No.

18 Q. How about the vice-president of human
19 resources?

20 A. No.

21 Q. And you indicated no human resources
22 person?

23 A. No.

24 Q. And why didn't you report this to human
25 resources?

1 A. Because it wasn't the first time and it
2 wasn't going to be the last time.

3 Q. And by that you mean at Pacira in
4 general? Give me a little color to that.

5 A. At Pacira and in general, both.

6 Q. So that -- was that not the first time
7 that a co-worker put his hand under your skirt?

8 A. Was that the first time?

9 Q. Yes.

10 A. No.

11 Q. Was it the first time at Pacira?

12 A. No.

13 Q. So when was the first time that occurred
14 at Pacira?

15 A. First time it had occurred was we had
16 our meeting in, I want to say -- so I was hired in
17 May and then we had our national sales meeting in San
18 Diego in September or October. We do two meetings a
19 year. We do one national sales meeting earlier in
20 the year, the first quarter. And another one we do
21 in the third quarter. So probably September, not
22 October.

23 Q. Who was the first person that did that
24 to you at Pacira?

25 A. I'm not comfortable saying it.

1 Q. In order for us to understand the
2 brevity and the extent of your claims these are
3 things we need to know because you're indicating
4 that, you know, there was a certain culture within
5 the industry, and specifically at Pacira, so we're
6 going to need to know who we're talking about and
7 what we're talking about. I'm not sure how else --

8 MR. PANZINI: Jason, if you have any
9 suggestion?

10 Q. Certainly it's a situation where the
11 claims in your complaint, you know, allege certain
12 activities occurred and you're seeking to be
13 compensated for those. So I think we need to as
14 defendants and ultimately perhaps the courts going to
15 need to know or the jury is going to need to know
16 exactly who or what we're talking about. To put an
17 allegation out there that it occurred and then not
18 provide the detail is not allowing us to fully --

19 A. I'm not seeking compensation for people
20 touching me or not reporting them. It's something
21 different. It was my choice to stay quiet. I don't
22 want anybody to get fired, that's why I kept so long
23 and quiet because like I said, my only agenda is
24 gainfully employed. These people have families. Not
25 everybody thinks that way but that's how I think and

1 So I'm just going to ask you again,
2 other than the names you've provided to me so far
3 were you sexual harassed? And when I say that it can
4 be verbal, it can be physical, anything that you
5 constitute as sexual harassment by any other Pacira
6 employees other than the names you've given me up to
7 this point?

8 A. Yes.

9 Q. And by whom?

10 A. There's so many to recall right now so
11 because it's been four years I was there and then
12 it's been a total of six years since I've seen most
13 of them.

14 Q. Understood that there's been some time
15 that's elapsed since you were at Pacira but, you
16 know, if you can try to jog your memory and tell me
17 anybody else who you felt you were subject to sexual
18 harassment by or from?

19 A. Not at this time.

20 Q. I'm sorry, what?

21 A. Not at this time.

22 Q. Not at this time meaning, sorry, that
23 you can't recall any of the names?

24 A. Yeah, because I'll research it, bring
25 them up on my phone or review them from the documents

1 that I have.

2 Q. Just so I'm clear then, you're telling
3 me other than the names you've given me to this point
4 there are other people at Pacira, I believe you said
5 numerous that you felt you were sexually harassed by
6 but at this point you can't recall any of their
7 names?

8 A. Yeah, because there's so many.

9 Q. Understood there's so many and I
10 understand it might not be comprehensive, there might
11 be a name you don't include, given there are so many.
12 Are there any other names you can remember at this
13 point as we sit here?

14 A. Not at this time.

15 Q. The incidents you discussed with Brandon
16 when you say they occurred at a national sales
17 meeting do you recall where was the national sales
18 meeting?

19 A. Nashville.

20 Q. What year was that, do you recall?

21 A. I think it was 2016 or 2017. It might
22 be one or the other. I'd have to go back and check
23 my records.

24 Q. After that time where you indicated to
25 Brandon that if you did anything similar you would go

1 to HR, did he ever sexually harass you again?

2 A. Not physically but verbally.

3 Q. What did he do verbally?

4 A. He would just walk by and say you look
5 so hot today or you look delicious or words like
6 that.

7 Q. Did you ever ask him to stop that
8 behavior?

9 A. No, I would just ignore him. I was like
10 stop Brandon and I would just walk away.

11 Q. And what about Justin Sherad?

12 A. It was mostly verbal with him.

13 Q. Mostly verbal meaning there was some
14 physical?

15 A. No. Every now and then we would see
16 each other, we would hug and the hands would go a
17 little too low, and I would be like all right, keep
18 your hands up. And he would be like all right, all
19 right. But verbally, yeah, he would make racial
20 comments, racist things he would say and being in
21 Florida he would have things to say about single
22 parents and just things in general that were like
23 offensive, a lot of judging.

24 Q. At this point I'm confining more to --
25 we can get into the other areas, but more of a sexual

1 harassment that you suffered at the hands of these
2 individuals. So that's -- when it came to Justin
3 Sherad you indicated that there were times where you
4 would hug and his hands would be -- you indicated his
5 hands would be too low, was that on one occasion or
6 more than one occasion?

7 A. More than one.

8 Q. Do you recall the first time that
9 happened with Justin?

10 A. It's probably 2016, Nashville sales
11 meeting.

12 Q. And you indicated to Justin that you
13 weren't comfortable with that behavior?

14 A. Not directly.

15 Q. And why not?

16 A. I was extremely intimidated by all the
17 athletes that we have because these guys are big, he
18 was a professional baseball player, Isaac was a
19 football player. Brandon was also football player,
20 nice and big and huge. And it's kind of intimidating
21 in this environment, you know what I mean, and I'm a
22 little girl. One, it was that. Two, it's also a
23 very male dominated industry and it's a boys culture.
24 If you say anything you kind of get casted out.

25 Q. So let me -- were you aware of any woman

1 Q. And she indicated to you she believed
2 she was retaliated against for reporting that
3 harassment?

4 A. Yes.

5 Q. Any other females that you're aware of
6 at Pacira that reported any type of sexual
7 harassment?

8 A. I don't recall at this time.

9 Q. Just so we're clear, you never reported
10 any sexual harassment about yourself?

11 A. No.

12 Q. Were you ever told by any employees at
13 Pacira that if you did report sexual harassment you
14 would be retaliated against?

15 A. No.

16 Q. So how did you come to the conclusion
17 that if you did report sexual harassment you would be
18 retaliated against?

19 A. Because it's kind of understood in the
20 company, it's just the culture, it's more like a boys
21 club. Women don't go on. Maybe they do, I don't
22 know, so I can't say for sure but that's not
23 something that you claim. It takes a while to
24 approve a really good rep, especially in this
25 position. We have to jump through a lot of hoops to

1 A. No.

2 Q. On page Bates stamp 0242 under complaint
3 received. Second paragraph on page 0242 reads: A
4 complaint of alleged sexual or other unlawful
5 harassment would be investigated promptly. Failure
6 to report complaints of unlawful harassment hampers
7 the company's ability to take necessary steps to
8 remedy such situations.

9 Were you aware of that statement when
10 you decided not to report any of the sexual
11 harassment?

12 A. Yes. But these are words.

13 Q. Did you realize that when you chose not
14 to record these incidents of sexual harassment that
15 the company couldn't do anything to help you?

16 A. Yes.

17 Q. Paragraph -- on 0242 that starts
18 prohibition against retaliation. I'll read the first
19 paragraph into the record. The company prohibits any
20 form of retaliation against individuals who, in good
21 faith, report unwelcome conduct or who cooperate in
22 the investigation of such reports in accordance with
23 this policy. Conversely, a report made in bad faith
24 will subject reporting individual to corrective
25 action, up to and including termination.

1 paragraph?

2 A. No.

3 Q. Were you aware of a Code of Business
4 Conduct and Ethics?

5 A. No.

6 Q. Second paragraph under that topic: Any
7 questions regarding how this code should be
8 interpreted or applied should be addressed to the
9 employees's manager, the compliance department or the
10 vice-president of human resources. Contact can also
11 be made through our confidential hotline at
12 800-799-6371. Please refer to the Pacira
13 Pharmaceuticals, Inc., Code of Business Conduct and
14 Ethics for more detailed information.

15 Were you aware of that particular
16 paragraph before today?

17 A. No.

18 Q. On the bottom middle of that page,
19 excuse me, under the topic of non-retaliation and
20 hotline policy, I'll read it: Consistent with the
21 applicable laws and regulations, any employee who has
22 a good faith belief that any other employee or
23 representative of the company has engaged in or is
24 engaging in conduct that violates applicable law or
25 any company policies may report such conduct openly

1 or anonymously without fear of retaliation.

2 Were you familiar with that paragraph
3 prior to today?

4 A. Not those words, but, yes, I've seen
5 something like that before. I think it was on the
6 other page, 244.

7 Q. Again, when I say before today I'm
8 talking about before today?

9 A. I was familiar with it, yes.

10 Q. You were aware there was a way that you
11 could report either illegal --

12 A. I didn't know about the hotline policy,
13 no. All I knew was that yeah, every company has it
14 where it says you will not be retaliated against if
15 you complain to HR. That I was aware of, hotline I
16 was not aware.

17 Q. First bullet point under this says: To
18 act in good faith means that you have given specific
19 information regarding an activity or practice that
20 you reasonably believe to be a violation of law or
21 company policy and which is provided without malice
22 or consideration of personal benefit. Second bullet
23 point: While complaints may be made anonymously, and
24 no attempt will be made to identify the person who
25 raised the issue, the company cannot guarantee

1 A. I don't recall.

2 Q. While you were employed by Pacira were
3 you provided with a number of trainings?

4 A. Yes.

5 Q. And did those trainings include review
6 of the handbook?

7 A. Yes, but I don't think it was under
8 compliance. There's different kind of trainings. We
9 have compliance training, there's e-learning which is
10 if there's new information about the product or label
11 change. So there's different kinds of training we
12 have.

13 Q. If you go on the first page about 18
14 lines down there's an entry from 5/26/14 at 11:55:05
15 under training code HR00002. Says Pacira-general
16 employee handbook. Do you recall at that point if
17 you reviewed the handbook?

18 A. Oh, yes, because I signed it.

19 Q. How about the next page, if you turn
20 that eight rows up from the bottom. From 7/3/2014
21 obligation of all employees to report adverse events.
22 Do you recall if you were trained in that topic?

23 A. Oh, yeah, that's serious stuff. We have
24 to have the numbers and the hotlines in the field.
25 So that one, yes.

1 Q. How about two down from that under
2 10/11/14 sexual harassment awareness of employees.
3 Were you trained in that?

4 A. Yes.

5 Q. Next page, 12 lines down from the top
6 date 5/30/15, harassment in the workplace. Were you
7 trained in that?

8 A. Yes.

9 Q. Four lines down from that 6/9/15 under
10 HR-00002, Pacira general handbook. Were you trained
11 in that?

12 A. Yes. But like I said I signed it, I
13 didn't read it.

14 Q. Were you provided an online copy of that
15 to review?

16 A. Yeah, because before you sign they give
17 you the copy and you go at the end to sign. The
18 general employee handbook is a lot more wordy and a
19 lot more I guess complicated for me to understand.
20 The harassment and workplace there are slides. It's
21 a different kind of training. Up here it shows up as
22 training, but the other ones you have 10 or 12 pages
23 and it's like slides and it's easier to read. An
24 employee handbook, no time to read for three hours
25 otherwise I would never be in the field. I mean, we

1 don't have an office, right.

2 Q. So 16 rows up from the bottom on that
3 same page under 9/19/16 again under HR00002, Pacira
4 general handbook. Would you acknowledge reviewing
5 the handbook at that point?

6 A. Like I said, I signed all the handbooks,
7 I never read them. Too long, too wordy, just not
8 enough time.

9 Q. And then seven rows down from that on
10 7/3/17 sexual harassment awareness employees
11 training. Did you acknowledge that you attended that
12 training?

13 A. Yes, and those I remember, like I said,
14 because they were slides. So, yes, those I reviewed
15 and signed.

16 Q. Underneath the three sexual harassment
17 awareness five rows up from the bottom, 7/3/17
18 harassment in the workplace. Did you acknowledge
19 that training?

20 A. Yes.

21 Q. And then the last page which is 0032, 11
22 rows down on October 2, 2017 did you acknowledge
23 sexual harassment awareness training for employees?

24 A. For managers, right?

25 Q. First one is for employees.

1 A. Yes.

2 Q. Did you acknowledge that?

3 A. Yes.

4 Q. And how about the sexual harassment
5 awareness for managers?

6 A. Yes.

7 Q. And then I believe it's seven rows down
8 from that on 12/14/17, again, under HR00002, did you
9 acknowledge reviewing the Pacira general employee
10 handbook?

11 A. Yes. I didn't review it but I signed
12 it.

13 Q. So on at least four occasions you
14 acknowledge reviewing the handbook but you're saying
15 that you didn't review it on any of those occasions?

16 A. No, but I signed them because they were
17 part of your compliance training.

18 Q. Did you think it was important to
19 understand the policies of the company before
20 acknowledging that you read them?

21 A. Yes.

22 Q. But even though you thought it was
23 important to read them you didn't read them?

24 A. Even if I read them I would be lying if
25 I said I understood every word in there because I

1 So it's designed so that you can go a page at a time.
2 So I'll read the first couple lines and move on and I
3 attempted to read it anyway and it's like, what does
4 that mean, who was I going to call then, do I waste
5 time? I could be in the field. Do I sit there and
6 read this in my car or should I, you know, so it was
7 one of those, because I'm always in the field.

8 Q. You're a highly educated person, you
9 didn't understand any of the paragraphs?

10 A. So, I didn't say that, I didn't say I
11 didn't understand any of it. I said I would be lying
12 if I said I understood everything in there. Because
13 language in there some of it just doesn't make sense
14 and for me to try to comprehend that at the time at
15 the level -- because there are deadlines. It's not
16 like you have a year to review. If I did, yeah, I'll
17 take my sweet time and I'll sit there on a Christmas
18 Eve and read it but I'm a work alcoholic. I work 20
19 something hours. I'm always in the field. I'm not
20 the type that goes golfing and fishing. And so did I
21 understand the importance of it, yes, that's why I
22 signed it. Did I understand it, all of it, no, no, I
23 can't.

24 Q. Let me read on page 0241 I'm going to
25 read you under complaint procedures that paragraph

1 again. If you believe that you've been subjected to
2 sexual harassment or other unlawful harassment or
3 have witnessed or otherwise become aware of such an
4 incident, you should consider making it clear to the
5 offender that such behavior is offensive, if you are
6 comfortable in doing so. You also must immediately
7 notify a supervisor or manager, the vice-president of
8 human resources, a member of the human resources team
9 or any other member of senior management. Did you
10 understand that paragraph?

11 A. Yes, because that was part of my sexual
12 harassment training. That I do remember reading, not
13 here, somewhere else. So it's one of the other
14 training.

15 Q. First paragraph on page 0242 under
16 prohibition against retaliation: The company
17 prohibits any form of retaliation against individuals
18 who, in good faith, report unwelcome conduct or who
19 cooperate in the investigation of such reports in
20 accordance with this policy. Conversely, a report
21 made in bad faith will subject the reporting
22 individual to corrective action, up to and including
23 termination. Did you understand that paragraph?

24 A. Yes.

25 Q. Do you recall what paragraph you

1 couldn't understand?

2 MR. STEWART: Note my objection.

3 A. No, there's so many pages.

4 Q. Just take D-6. Just for the record,
5 D-6, Pacira-0016. Miss Abell, is that your signature
6 on D-6?

7 A. Yes.

8 Q. And the date is 4/26/14?

9 A. Yes.

10 Q. Is it your handwriting on top above
11 where it says print name above?

12 A. Yes.

13 Q. Do you recall signing this document?

14 A. Yes.

15 Q. And the three paragraphs acknowledging:
16 I have received and carefully read the code of
17 business conduct and ethics of Pacira
18 Pharmaceuticals, Inc., did you do that?

19 A. The first time around I did, yes.

20 Q. I understand the Code of Business
21 Conduct and Ethics?

22 A. Yes.

23 Q. I have complied and will continue to
24 comply with the business terms of the Code of
25 Business Conduct and Ethics. All accurate?

1 A. Yes.

2 Q. Can you briefly explain to me what your
3 position was at Pacira, what did you do?

4 A. I started out as -- are you asking how I
5 started or how I ended?

6 Q. What did you start at?

7 A. I started as a title called surgical
8 account specialist, SAS.

9 Q. What did that job consist of?

10 A. Many hats that you wear so from sales to
11 presentations to in-servicing,
12 nursing/residents/departments. It's mostly I did --
13 all falls under the umbrella of education and once
14 it's done, speaking with pharmacy, getting a
15 formulary, discount and cost and billing and so on
16 and so forth. And then after formulary training the
17 OR staff itself and surgeons and how to use the
18 product appropriately. Sometimes they let you do a
19 trial, sometimes they don't. And if there is a lack
20 of any clinical knowledge or information that's when
21 we contact our MSL's and we also act as liaison
22 between national accounts. We have different
23 resources in the company. If a rep is not able to
24 answer a question, not because of lack of knowledge
25 because of the compliance. Reps can only do certain

1 Q. Did you have any certain amount of days
2 in the week that you needed to go to the office?

3 A. Office as in Parsippany?

4 Q. Yes.

5 A. Yes -- no, no, no because we are in the
6 field. We're called field reps. We're in the field
7 unless there's a required training and/or if you have
8 an invitation or reason to go. Otherwise, no, we all
9 met twice a year as a whole company even though we
10 spoke with each other on the phone we only met
11 physically twice a year.

12 Q. So there could be weeks that you
13 wouldn't go to the Parsippany office?

14 A. Oh, yes.

15 Q. So when you were hired at Pacira who was
16 your immediate supervisor?

17 A. Peter Murphy.

18 Q. Who did Peter report to, do you know?

19 A. Dennis McLoughlin.

20 Q. Who did Dennis report to?

21 A. David Kaplan and Dave Stack. He also
22 reported to Tanya Markvicka. She's not there
23 anymore.

24 Q. Dave Kaplan reported to Tanya also?

25 A. Yes. She was COO.

1 programs for me.

2 Q. At some point you received a promotion?

3 A. Yes.

4 Q. And what did your title change to?

5 A. It went from surgical accounts
6 specialist to senior account specialist, senior
7 surgical account specialist.

8 Q. Instead of an SAS you were an SSAS?

9 A. Yes.

10 Q. Did that come with an increased
11 compensation?

12 A. Yes, it was a year delayed. That was
13 the other problem that Dennis and I had. He's gone
14 to HR and spoken to them about it, I wasn't
15 comfortable enough to call HR to find out if he had
16 or not but it took over a year and half for him to do
17 because it came with a merit increase. And even then
18 they could only give me one or the other increase.
19 So they only gave me merit increase for that but not
20 my annual review increase because you couldn't have
21 both.

22 Q. But you received an increase, you just
23 couldn't receive both increases?

24 A. Yes. But the title change was supposed
25 to happen a year before it happened. And they said

1 before.

2 Q. So did your job functions change from an
3 SAS to SSAS?

4 A. Yes, yes. So it's basically because
5 before off the record everyone in the country would
6 call if they have issues with different specialties.
7 Now it was announced when you're a senior it's like
8 okay, just call her it's easier. Once you have that
9 title that means you've been here long enough, you
10 know what you're doing, you have answers for
11 98 percent of things. Not hundred but most of it.
12 And that's the person you would go to. So it was
13 just -- that's all that changed with responsibility
14 because now you're managing and helping all your
15 peers. Before you weren't required to but now you're
16 looked up to and required to.

17 Q. Was the SSAS the position you had when
18 you were terminated from Pacira?

19 A. On the books, yeah, but it wasn't the
20 title, the title change was supposed to happen 2nd of
21 January and it didn't happen. Again, it's a pattern
22 here. Signatures have to be done, and so on and so
23 forth. So they would tell you one date but things
24 are always months behind because either somebody
25 dropped the ball or somebody is not in the right mood

1 or somebody is afraid to ask somebody to do this.

2 Q. But any job or title change couldn't be
3 finalized until all the appropriate signatures
4 were --

5 A. Yes, but I was already doing that job
6 for over a year and a half. I was doing more than
7 senior SSAS stuff.

8 Q. How long were you -- when did you become
9 an SSAS?

10 A. You mean like officially on the business
11 cards?

12 Q. Yes.

13 A. I want to say 2016. It was supposed to
14 happen 2015, but 2016. What month, I don't know.
15 Whenever the reviews are, March maybe.

16 Q. At some point subsequent to that was a
17 new position discussed with you?

18 A. Which new position?

19 Q. Any new position, was there a new
20 position that was discussed with you?

21 MR. STEWART: After the 2016?

22 Q. After you became the SSAS that's what
23 I'm saying, after that, at some point subsequent to
24 that a different, you know, position within Pacira?

25 A. Yeah, we were always having discussions

1 A. Glenn and Pete.

2 Q. Was that in writing anywhere?

3 A. No.

4 Q. Did Glenn or Pete ever tell you that
5 Dave Stack had approved of this position?

6 A. Verbally, but they needed to get the
7 signature.

8 Q. Did you understand they needed to get
9 the signature meant that this was not official, this
10 position was not official yet?

11 A. Well, I was already doing that role for
12 over a year and a half. So it was not official only
13 because they didn't announce it. So I couldn't have
14 new business cards or I could not do the things that
15 a director level would do. It was supposed to be
16 announced, that's what the national sales meeting
17 argument was about. The meeting we had before the
18 national sales meeting started is why haven't you
19 received the signature yet, we're in February now.
20 And this argument had been going on for about five
21 weeks.

22 Q. Were you told then that it was
23 officially approved at any point?

24 A. Yes, because why else would we have
25 contacted people, all the reps and speak with each

1 retro, my pay will be retro. His signature will be
2 relevant to having my pay be retro. That's what
3 you're worried about and I said no, but I still need
4 that change, my title change, it hasn't changed. He
5 goes different rules apply when it comes to
6 compliance, that's why the title change was important
7 in writing for me. I was already doing the job.

8 Q. Just so I'm clear though, was it your
9 understanding that Dave Stack needed to officially
10 sign off on this new position for it to be an
11 official position?

12 A. Yes.

13 MR. STEWART: As of what time though?
14 She testified about this and her understanding is
15 that it shifted. Do you understand what I'm saying?

16 MR. PANZINI: No. Maybe I can ask that.

17 Q. Let me ask it this way, so January 2nd
18 came and went, do you believe the position was
19 officially yours?

20 A. I knew that in June of 2017 it was mine,
21 that's why I invited them to go to the Alibaba
22 meeting in August.

23 Q. So you assumed that in June of 2017 that
24 you were officially given this position?

25 A. Yes, Alibaba meeting is only for

1 Q. When did that occur?

2 A. The title would be officially announced
3 on January 2nd. It was never announced.

4 Q. But did they tell you that prior to
5 January 2nd you were the director of post-op pain
6 management?

7 A. Yes. And the reason why is because
8 they're the ones who set up area calls with all the
9 managers on the west coast and the managers on the
10 east coast around November, maybe around Thanksgiving
11 time. Here's Reshma, her title is going to be
12 changing and this is what she's going to be bringing
13 to the table so please have ex-amount of reps ready
14 that we can interview for this. We're going to be
15 recruiting one rep from each region, and so on and so
16 forth. And then we did the same call with the east
17 coast. They were all aware of it that the shift was
18 coming in January. That's why we prepped everybody
19 in November, December.

20 Q. But that shift never officially came?

21 A. No, because Rob Rock didn't like it.

22 Q. Are you aware of Dave Stack ever putting
23 his signature approval on the director of post-op
24 pain management?

25 A. No, that was supposed to happen that

1 national sales meeting week.

2 Q. But as far as you know that didn't
3 happen?

4 A. No.

5 Q. Was it your understanding that Dave
6 Stack needed to approve such a position in order for
7 it to exist?

8 A. Well, yeah, he's a CEO. He has to
9 approve every position. So even when I was like I
10 said, senior SAS when you asked earlier there were
11 some signatures that were missing and I think it was
12 Tanya's signature missing at the time or somebody.
13 You had to get, again, I'm not aware of at what
14 capacity, but all the CEO, CFO, president, everybody
15 has to sign, right, approving, the board maybe, I
16 don't know if they do or not, compliance department.
17 So each department has their I guess signature on
18 different positions, that's my understanding. So
19 when they said the only signature they were missing
20 was from Dave everything else had been approved then
21 there's no assumption, there's just when are we doing
22 this. And relax, Reshma, your pay will be
23 retroactive by January 1st.

24 Q. But they were clear they never had
25 Dave's signature, correct?

1 A. I already had my credentials because we
2 have to get them done in January, but I did not have
3 the announcement and they were supposed to make it in
4 front of the whole country. So Pete's explanation to
5 me was it's better to do it in person, it looks
6 better than me sending an e-mail out, if we do it in
7 front of everybody because twice a year we get the
8 country together. So January and later in the year.
9 I'm sorry, February and later in the year. So he
10 felt that it would be better if he made an
11 announcement because that's where they usually do it.
12 Whenever there's big promotions and happenings they
13 announce it at national sales meeting so you can
14 congratulate each other and do your part. So that
15 was my understanding that's what they were waiting
16 for.

17 Q. As part of the 2018 sales meeting were
18 you invited to a national woman's event for this
19 year?

20 A. Yes.

21 Q. Did you know what the itinerary for that
22 event was?

23 A. It was from 6:30 to 9:30.

24 Q. And what was the -- do you know what
25 they were going to discuss?

1 A. The content?

2 Q. Yeah, content.

3 A. No, it was about how to be a leader if
4 you're a woman in this industry and how you juggle
5 family and a job, that was my understanding.

6 Q. Were you told that you were required to
7 attend that meeting?

8 A. No. It said in the e-mail that it was
9 optional.

10 Q. Were you encouraged by anyone to attend
11 that meeting?

12 A. It was not honoring the optional option.
13 So I called my boss, Roxy Dorothy at the time and I
14 said it's not allowing me to do it. She goes oh, I
15 don't know. So I called the IT department and they
16 said they couldn't fix it either. And then I called
17 Pete Murphy, it's saying optional, it's not letting
18 me do it, you know I can't be at that meeting, I have
19 to interview with these guys. So he's like no, it's
20 okay. And I forget who I spoke to and they manually
21 did it at headquarters and they opted me out of it.
22 I don't know who did it, but in any case that was
23 done in way back in January. I think because you
24 have to respond to it by a certain deadline and my
25 response kept coming up as not, you know, that I

1 was for everybody. We always did one -- it was
2 traditionally on that second night or third night we
3 did something together as a country not as regions.
4 First night we have the reception, it's optional, you
5 can come or not come just to settle in, say hello to
6 your teammates. Second night you have regional
7 dinner with another region perhaps or somebody on the
8 west coast so you have like either one restaurant
9 where they do that. And then the third night they
10 get the whole country together you do like a team
11 building and/or something together each year.

12 Q. So I think you testified --

13 A. So this is the first year they didn't do
14 it, that's why I assumed we were all going to be
15 together.

16 Q. Either Glenn or Gio you believe invited
17 you to the outing?

18 A. They didn't invite me to the outing,
19 they just said, hey, we're going to be doing this
20 golfing thing and I was like, yeah, how can we be
21 doing both, they're doing the women's leadership
22 meeting. No, that's just for women. And I said, oh,
23 they're like and you have to go to that. So I said
24 no it says optional, I looked at the form.

25 Q. Did you understand or learn that this

1 event was put together by certain regions?

2 A. The women's leadership meeting?

3 Q. No, I'm sorry, the Top Golf.

4 A. No, because, like I said, when I worked
5 with other reps in different areas they're like I'm
6 going to Top Golf. I'm like no, you're not, it's
7 only two regions. They're like it's not for two
8 regions it's like Michael Gorso (phonetic) or the
9 California rep. He's like I'm in California I'm
10 going, you coming? I said, no, I think it's only for
11 like Gio's region and Rob Rock's region, why would
12 that be? So then I found out from Tom Schneider that
13 he's going too and I guess Von is going so I was like
14 oh, so it's for everyone then. I was like good, I'll
15 have everyone there, it will be perfect.

16 Q. How many Pacira employees or personnel
17 were at the Top Golf event?

18 A. I have no idea.

19 Q. How were you aware that it was designed
20 to be for only certain regions?

21 MR. STEWART: Note my objection. I
22 don't think that's what she testified to. You can
23 answer it.

24 Q. We can have it read back at some point
25 where she said during her conversations. Were you

1 ever made aware that the Top Golf event was only for
2 certain regions?

3 A. Yes.

4 Q. How did you learn that?

5 A. Rob Rock told me it's only two regions
6 that's invited.

7 Q. What two regions were they?

8 A. They were Gio's and Rob Rock's region.

9 Q. What regions are they?

10 A. Gio is Pennsylvania and Rob Rock is
11 southeast Florida, Louisiana, all that, Atlanta,
12 Georgia.

13 Q. Was anyone else from your region, any
14 other SAS or SSAS invited to the Top Golf outing?

15 A. Yes, that's why I was confused because
16 Jim is like I'm going. I'm not even in that region,
17 Jim -- I'm blanking out on his last name. Jim was
18 from my region and he was there.

19 Q. Anybody else from your region that went
20 to the Top Golf event?

21 A. I don't recall because we were disbursed
22 all over the entire floor. So you can only be
23 ex-amount of people per booth.

24 Q. Anybody else from a region that wasn't
25 either Rob Rock's region or Gio's region?

1 just going to leave. And Mike Korn and Jim, four or
2 five other guys, really nice, just stay for a bit
3 we'll all go together. Let's just finish this game,
4 you're already here, stay, do what you need to do.
5 At that I point I ended up staying with the guys that
6 I felt comfortable with that knew what I was there
7 for, that respected me and that loved the fact like,
8 let's just celebrate that you're going to be doing
9 this. And they were happy with that. Pat Nolan was
10 happy with that, Mike was happy for me. Ken Wolfe
11 was happy for me, they're like this is great news.
12 And two new guys, I don't know their names because
13 they had just been hired. So I said all right, I'll
14 stay until everybody on that team is gone.

15 Q. And then you took Uber or taxi back to
16 the hotel?

17 A. Yeah, but not by myself. It was a
18 mini-van so I don't know how many people were in
19 there.

20 Q. That conversation you had with Rob Rock
21 at the Top Golf, how long did that last?

22 A. Maybe less than, I don't know, three,
23 four minutes. It felt longer.

24 Q. Did either one of you raise your voice
25 during that conversation?

1 A. Yes, we both did.

2 Q. Did either one of you use profanity
3 during that conversation?

4 A. Yes, we both did.

5 Q. What did Rob say that had used
6 profanity?

7 A. I don't understand what you don't
8 understand, we're fuckin friends and I'm on your
9 side. I'm trying to tell you that. I'm like but
10 your actions are saying otherwise and you were
11 visibly upset when we got here and you told me time
12 over and over again and I thought you were joking but
13 until I saw you tonight, the way you acted you
14 seriously didn't want me here. I said last few weeks
15 oh, it's just a boy thing or it's this or that, I
16 thought you were joking because we joked around a lot
17 every time he called for advice we would joke around
18 about stuff. So I never knew when he was serious or
19 when he wasn't. This was serious. So when he asked
20 he used that and I don't recall what other instances
21 or exact words, but I know that there were a couple
22 words. It wasn't the whole conversation that way but
23 a couple times we did.

24 Q. What profanity did you use during that
25 conversation?

1 entrance of the hotel is all the way to the right.
2 So when you enter the right-hand side is the bar, you
3 pass the bar and then there's the lounge area over
4 there, the circular table, it's a restaurant area
5 basically.

6 Q. And then once you went up to your room
7 that night did you come back down later that night?

8 A. No.

9 Q. Next time you came back down was the
10 next morning?

11 A. Yes.

12 Q. That next morning did you see Rob Rock?

13 A. No.

14 Q. Did anyone from Pacira speak with you
15 about what happened the night before that next
16 morning?

17 A. Yes. Almost everybody passing by, woman
18 and everybody was like what happened last night. So
19 at this point the word had spread.

20 Q. And did you report any of this to HR?

21 A. No.

22 Q. Were you aware if anybody reported it?

23 A. Yes, Glenn Reiser.

24 Q. Did Glenn tell you they reported it to
25 HR?

1 accomplishments, and consistently outperformed her
2 peers, and met or exceeded her sales quotas despite
3 an overtly hostile, male dominated office where
4 raunchy, sexually-based jokes and innuendo were the
5 norm.

6 So my question is, did you ever report
7 any of those sexually-based jokes and innuendos or
8 raunchy behavior to anyone within Pacira?

9 A. No because the company wouldn't exist.

10 Q. 19: It was business as usual for Abell
11 to hear in a typical workday, in sum or substance,
12 that the reason she was so successful was because she
13 was "sleeping with her clients," or "blowing
14 someone," or words to that effect.

15 Who said those things to you?

16 A. Justin for sure. This is now bringing
17 back all the memories so going back when he said, did
18 anybody offend you over the years and I said yeah,
19 many, many, times and these are the things. So when
20 they were at a national sales meeting they're like
21 yeah, you're only doing well because you're probably
22 sleeping with your clients or blowing someone. How
23 else can someone perform this consistently and this
24 aggressively. The numbers I was producing were not
25 normal in the industry. So that was the joke. And I

1 Q. And did he tell you in detail what the
2 -- did he mention Kamasutra?

3 A. Yeah, he said the site was regarding
4 something called Kamasutra and he's like -- so first
5 he asked me, did you look at this on your phone? I
6 said yes, I did. And he said did you show it to
7 anyone? I said no, absolutely not. He said okay,
8 well, what happened? Well, couple people passed by
9 and I was like how is that my fault they're peeking
10 and peering in my phone. He's like it's still
11 offensive. Yeah, I know the sexual harassment
12 classes were taken. But I was like but it was on my
13 private phone and it wasn't in the presence of
14 anybody else around. If they're passing by and
15 seeing this, again, how did I offend them, can I
16 apologize to them and he's like no at this point it's
17 an investigation, we haven't concluded yet. So after
18 a couple days we'll know.

19 Q. Did you have a work cell phone and a
20 private phone?

21 A. No, just we use our own phone.

22 Q. And Mr. Kahr indicated to you that two
23 people witnessed this?

24 A. He said multiple. I said define
25 multiple, is it two or a thousand. He goes it was

1 on there because it was a website. It was my older
2 phone, as soon as you picked up the phone. So then
3 when I went in I closed it out and then I checked my
4 text messages. Like right now my camera goes on. So
5 that's the second time it got turned on probably and
6 that was it.

7 Q. So can you tell me how long you believe
8 the website was opened from the time you touched it
9 until the time you closed it out?

10 A. I don't know but definitely less than
11 five minutes. And I told that to Rich Kahr as well,
12 he asked me and I told him it was a few minutes but I
13 don't know the exact time.

14 Q. I'm sorry, what did Roxy say when Mike
15 went to show it to her?

16 A. He goes -- she went with her right arm,
17 she was facing us and she goes, you guys, stop it and
18 I was like give me my phone back. So I took my phone
19 back. I'm like sorry, sorry. You guys, what are you
20 doing, you can't just -- because Mike is very, very
21 close to Roxy so he felt comfortable enough to show
22 it.

23 Q. So other than Mike, Dave and Roxanne,
24 are you aware of any other employee of Pacira that
25 may have viewed any of the photos or text on your

1 phone with regard to the Kamasutra?

2 A. No, I'm not aware of it.

3 Q. Did anyone at that time during the
4 meeting bring it to your attention that that was
5 inappropriate?

6 A. Not one single person.

7 Q. Did you take Roxy's hand wave and oh,
8 you guys, as meaning that she in any way disagreed?

9 A. Of course, that's exactly how I reacted.
10 When I am treated that way that's exactly -- I'm
11 like, you guys, come on, just stop. So I know --
12 like I don't know if most women do this but the body
13 language I can read it. And I'm like oh, my God
14 because she saw it as sexual positions. She saw it
15 as something else, not as what it was portraying.
16 She only looked at the pictures because Mike was
17 scrolling. So that's all she saw. I knew it the
18 second she saw it, that's why I took the phone away
19 and that was it.

20 Q. Did you have any conversation with Roxy
21 about it?

22 A. No, because she didn't bring it up and
23 I'm not the one who showed it. Why would I have a
24 conversation? Grant it, it was my phone and he took
25 it from me but I didn't say here Mike, show it to her

1 or stick it in her face. I know how culturally
2 people can be uneducated. I'm sensitive to cultures,
3 I knew this would not be perceived -- from her body
4 language that it won't be perceived the way my
5 perception was. So I kind of knew she was
6 uncomfortable. Not that she was offended, that's why
7 I took the phone away. I know how I get when I'm
8 uncomfortable.

9 Q. Did you believe she was uncomfortable
10 because it was depictions of sexual positions?

11 A. I can't speak on her behalf because she
12 never said anything like that. She was a very cool
13 manager.

14 Q. Did you believe it was appropriate to
15 have a Kamasutra website opened on your phone during
16 a business meeting?

17 A. We were on a break. So it wasn't opened
18 during the business meeting. I didn't go and Google
19 to find the site, somebody sent it to me. I clicked
20 on it and it opened. I knew it was coming from a
21 trusted source so I knew it wasn't a virus. Plus it
22 was in a text message, it wasn't an e-mail. So it
23 was not intended to harm anyone. It was, again,
24 unintentional and I offered to apologize, either
25 written or personal in any way. I was never not

1 sorry, but I was never afforded the opportunity to
2 apologize.

3 Q. And what were you -- if you were
4 afforded the opportunity what were you going to
5 apologize for?

6 A. That I'm really sorry if I offended you.
7 However, to me it has a different culture I come from
8 and these are the names of the temples -- you don't
9 have to look at it -- that are around the world in
10 several different countries that have these hundred
11 positions carved out in all the stones of these
12 temples. So what is offensive to you, I just want
13 you to understand where I'm coming from not where
14 you're coming from. For me it's not what it is.

15 Q. So you didn't find the website to be
16 offensive?

17 A. And I still don't, no, it's cultural for
18 me and I don't flaunt it, for the record.

19 Q. Did you understand how some would find
20 it offensive?

21 A. Of course, that's why I offered to
22 apologize immediately the second I was made aware I
23 offered. I wasn't given that opportunity.

24 Q. Did you tell anyone at the meeting my
25 people invented sex?

1 A. No, I said this guy -- I said the person
2 who sent it to me they were like he's saying my
3 people invented it. How they interpreted it, I can't
4 control that, but I did say that.

5 Q. I'm sorry?

6 A. I said the person who sent it to me said
7 did your people invent this? I said yes, my people
8 invented this. That was my response. So again,
9 reading this text somebody saying my people invented
10 it, that's where they got it. So that was the length
11 of the conversation with Mike and Dave, or both.

12 Q. Did you tell them about that exchange?

13 A. Yeah, that's what I'm saying, they're
14 like why is he sending you that? I said because my
15 people invented it, quote, unquote.

16 Q. And then once you closed the website
17 when's the next time you were made aware that it was
18 an issue?

19 A. I was never made aware of any of this
20 until March 13th, the first time I heard of this was
21 on March 13th.

22 Q. And that's when Rich Kahr spoke to you?

23 A. Yes.

24 Q. And I believe you admitted to Rich that
25 you opened the website?

1 amazing. But that's your incentive. When they
2 invite national accounts and when they invite people
3 from medical affairs now you're commingling the
4 incentive. You cannot, those are salaried employees,
5 we are incentive comp. So there's two different
6 departments. If any of our competitors got wind of
7 it -- so my concern was, I'm moving up in this
8 company, eventually I'm going to be, I don't know,
9 not just VP of sales, my goal was to be COO. I have
10 to lay down the building blocks now. I cannot have
11 people making mistakes like these and so when I'm
12 ready to take over I tank the company because of
13 these actions that are happening. Do you see what I
14 mean?

15 So looking ten years ahead or five years
16 ahead my complaint to them, you guys -- and earlier
17 when you said how did they retaliate or
18 discriminated, because this company would tell me to
19 keep my mouth shut. And it's like, but it's the
20 right thing to do. Because everybody was in it for
21 short-term, I was in it for a long hall. This is my
22 life's work. I told them they need to either explain
23 this to me but they cannot be there with the
24 executive and the commercial team as an incentive
25 because they're not incentivize to win. Why are they

1 incentive. The reps, every company has, again, I
2 don't know if you can find one, I'll really
3 appreciate it. But I don't know any company in our
4 industry that has invited all on the same trip as
5 commercial.

6 Q. Understand that. You said you're not
7 aware of any companies that did that, but my question
8 to you was, is that a violation of a rule or
9 regulation?

10 A. It is a violation of a rule in my mind
11 because it's a violation of a rule if worked with
12 this peril in the universal peril, now this is
13 completely gray. My concern was five years down the
14 road if this comes back how will it look? I needed
15 an explanation. Who approved this? How can they
16 approve this? It's clear if anybody saw this and I
17 have enough investor friends in the industry to tell
18 me if they saw this, why are medical first people
19 going on a sales trip, this is a sales trip. That
20 was the only concern.

21 Q. You indicated that in your mind it was a
22 violation but my question was more, are you aware of
23 any law or regulation it violated?

24 A. No, but I also have not ever seen this.
25 And our compliance it said you should not be

1 like no, I'm proud of you, don't go. Some people
2 were comfortable with it, others were upset about it.
3 How come she's getting out of it and we're not. And
4 I said no, it's optional, you don't have to go.
5 They're like no, we opted out no but there's not an
6 option to say no and then when we spoke with our
7 managers they said we hadn't responded and that we
8 had to go. It's not an optional meeting. I'm like,
9 it's an optional meeting. And even Pete said guys,
10 it's an optional meeting. He made it clear that it
11 was. Apparently it wasn't so optional.

12 Q. Were you aware if Rob Rock was
13 terminated from Pacira?

14 A. He wasn't terminated. Rich, I told you
15 I didn't want anybody fired. No, he resigned on his
16 own will, and Pete Murphy was on that phone call on
17 March 13th when he said that. Exact words were he
18 was not terminated. He resigned on his own will.

19 Q. Did you ever find out that he was
20 terminated?

21 A. No.

22 Q. As we sit here today you still don't
23 know?

24 A. Jason said no, that's not true. I think
25 there's some kind of mistake because he wasn't

EXHIBIT 11

From: Rich Kahr [/O=SKYEPHARMA/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=RICH KAHR2E4]
Sent: Tuesday, February 06, 2018 5:51:49 PM
To: Hassan Danesi; Stephen Marinaccio; Lisa Zhang; Erin Fitzpatrick; Daina Borteck; Julia Yang; Earl Adamy; Scott Braunstein; Roy Winston; Anita Walsh; James Nugent; Mary DiGiorgi; Lauren Riker; John Gallagher; Jason Gallagher; Kenneth Leslie; Robert Weiland; David J. Smith; Matt Lehmann; Leslie Hyman; Mary Beriont; Sharon Cohen; Ron Ellis; Susan Mesco; Richard Scranton; Barbara Koch; Charles Reinhart; Amber Sears; Michael Rozycki; Matthew Carangelo; Paul Maccaro; Vincent Yu; Yayra Tuprah; Beth Blumhoefer; Randall Pinchuk; Derek Lee; Dorothy Saewert; Thomas Cichon; Francine Giocondo; Sharon McCarroll; David Mitchell; Cindy Alvarado; John Bartolick; Chad Brightwell; Chris Borsa; Christal Rowe; Dan McKerracher; Emily Smith; Gio Vendemia; Glenn Reiser; Huston Ellis; Peter Murphy; Robert Rock; Roxanne Doherty; Thomas Schneider; Vaughn Schouten; Joyce Davis; Sharon McCarroll; Anita Walsh; Erin Fitzpatrick; Mary Beriont; Derek Lee; Christa D'Agnese; Tatyana Shuster; Kristin Rudisill; Matt Lehmann; Dennis McLoughlin; Karla Moore; Marissa Royer; Elise Bradley; Darrin Christiansen; Dave Dezan; Tricia Glenn; John Grigsby; Jeremy Horton; Vladimir Kharitonov; Chuck Laranjeira; Kathy Los; Bernie Morales; Ron Ortiz; Deanna Ryan; Ryan Shore; Jeremy Wenzel
CC: Kristen Williams; Anthony Molloy; Dave Stack
Subject: Sensitivity Training
Attachments: Client Version of Sensitivity Training Pacira 02.05.2018.pptx

Pacira Leaders,

Thank you for your recent participation in our Sensitivity Training and your support for providing a harassment free workplace at Pacira. Attached is a PPT copy of the presentation led by Javier Garcia from Perkins Coie.

Please let me know if you have any follow-up questions on this material.

Rich Kahr

Vice President, Human Resources

Pacira Pharmaceuticals

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Parsippany, NJ 07054

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(848) 702-0512 Cell

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Perkins Coie LLP
Javier Garcia

Perkins Coie LLP

Pacira Pharmaceuticals Inc.

Sensitivity Training

January 30, 2018

Why Are You Here?

- Protect you
- Protect the Company
- Educate you to:
 - Recognize relevant issues
 - Understand your rights and responsibilities
 - Know your legal remedies
- Prevention

Objectives in Plain English

- To keep Pacira Pharmaceuticals from getting sued
- To keep ***you*** from getting sued
- If someone does sue, to ***win***

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Agenda

- Harassment and its Consequences
- Employer Responsibilities
- Preventing Harassment
- Responding to Harassment
- Liability

The Negative Consequences of Workplace Harassment

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What are an Employer's Obligations?

Ensure a workplace free of unlawful harassment

- Take all reasonable steps to prevent harassment
 - Written anti-harassment policy
 - Training for supervisors and managers
 - Clear message that harassment will not be tolerated
- Complaint procedure
- Prompt action

Is the Risk Real?

YES!

- In the last year, a number of well-known companies have been sued or settled with the EEOC in connection with harassment claims.
- Some claims settled for over \$500K
 - Jury verdicts are likely to be even higher!

What is Harassment?

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Title VII/New Jersey Law

Title VII of the 1964 Civil Rights Act

- Makes certain employers responsible for preventing and stopping sexual harassment that occurs on the job
- Applies to private and most public employers, labor organizations, employment agencies, and joint employer-union apprenticeship programs with 15+ employees

New Jersey Law Against Discrimination

- Prohibits sexual harassment in employment
- Applies to private and public employers, employment agencies, labor organizations, state licensing boards, and state and local governments
- Unlike Title VII, provides protection for persons who provide services pursuant to a contract
- Anti-harassment rule applies to employers with one employee

- Quid Pro Quo
- Hostile work environment

Hostile Work Environment

- Unlawful harassment is unwelcome conduct or behavior based on a protected characteristic which is sufficiently severe or pervasive to alter the terms and conditions of employment and such conduct has the purpose or effect of interfering with the victim's work performance or is hostile, offensive, or intimidating
- Reasonable person/"reasonable victim" standard

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Circumstances of Sexual Harassment

- The victim as well as the harasser may be a woman or a man
- The victim does not have to be of the opposite sex
- The harasser can be the victim's supervisor, an agent of the employee, a supervisor in another area, a co-worker, or a non-employee
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim
- The harasser's conduct must be unwelcome
- Sexual attraction does not have to be the motivation

Forms of Sexual Harassment

- Verbal or Written
 - Comments about clothing, personal behavior, or a person's body; sexual or sex-based jokes; requesting sexual favors or repeatedly asking a person out; sexual innuendoes; telling rumors about a person's personal or sexual life; threatening a person
- Visual
 - Posters, drawings, pictures, screensavers, or emails of a sexual nature
- Physical
 - Assault; impeding or blocking movement; inappropriate touching of a person or a person's clothing; kissing, hugging, patting, stroking
- Nonverbal
 - Looking up and down a person's body; derogatory gestures or facial expressions of a sexual nature; following a person

What About Compliments?

- Tone of voice/way you look
- Frequency
- Reference to body parts

Hostile Work Environment

True or False

- Off-color jokes between friends at work do not violate the Company's anti-harassment policy because the joke-teller “knows that no one will be offended.”

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Who Decides If The Environment Is Hostile?

True or False

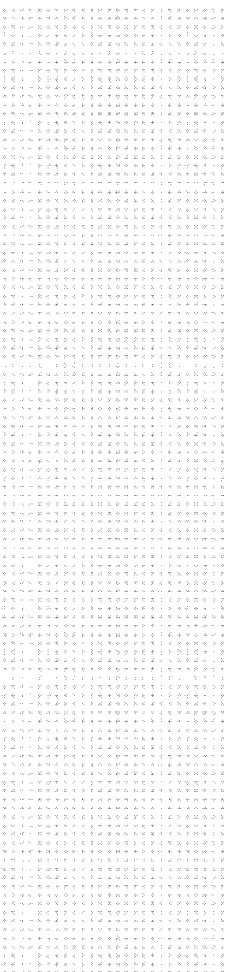
- If a person laughs at your jokes, he or she cannot then complain about the jokes.

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Who Decides If The Environment Is Hostile?

It is impossible to know for certain if your conduct is welcome!

- Recipients of conduct will not always say or show that conduct is unwelcome
- “Unwelcomed or unwanted” conduct is determined not by what a person a person intends, but by what the other person perceives
- Alleged victims do not always complain right away or while employed
- Ultimately, a jury gets to decide



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- Frequency of the conduct
- Severity of the conduct
- Physically threatening or humiliating as opposed to an offensive utterance
- Interference with work performance

Hostile Work Environment

Example 1

- Kelly often expresses interest in dating a co-worker who is married, Mark. Mark refuses Kelly's advances and Kelly and other female co-workers make various vulgar comments about Mark's sexual preferences and ability. This caused Mark stress at work but he never sought treatment or counseling for the stress.
- Liable or not?

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Hostile Work Environment

Example 2

- Mary has worked for A Corp. for 3 years. At first, she joined in when her co-workers would have sexual discussions. She herself would make sexual comments and lewd references.
- After a year, her supervisors allowed her co-workers to post sexually explicit pictures on their office walls. Even though Mary had not been offended by the remarks, she believed that the pictures demeaned women. She complained to her supervisor twice, but her supervisor refused to ask the employees to remove the pictures.

Hostile Work Environment

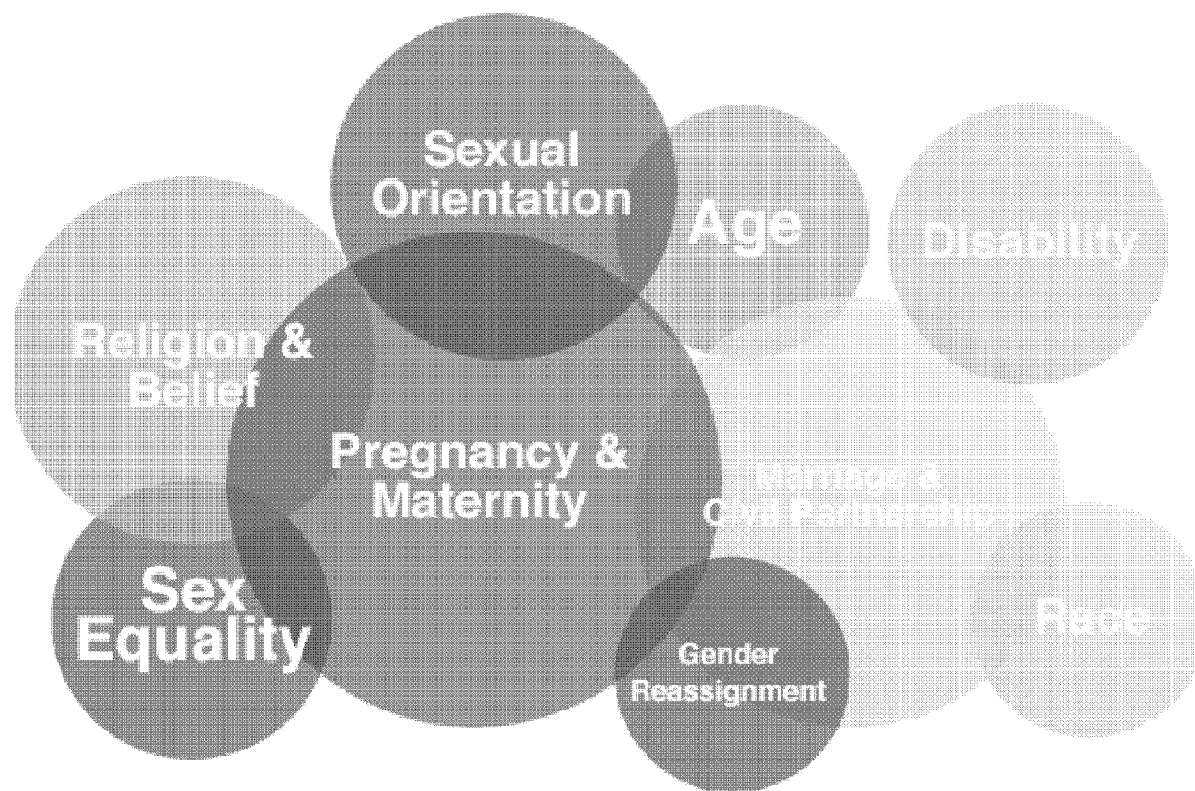
Example 3

- Ani is a physician assistant. She claims she was repeatedly harassed by the doctors she worked with, including being stabbed with a needle and being called “stupid chick.” She claims one doctor greeted her each morning by saying “I’m horny” and slapping her on the butt. She claims another doctor made disparaging comments about her Armenian ethnicity, asking her if she was a member of Al Qaeda.
- Ani filed at least 18 complaints with the Human Resources Dept. of the hospital. She was fired shortly after one of the complaints.

When is Harassment Improper?

- Not all conduct that an employee might describe as harassment is illegal or in violation of Company policy.
- Only harassment based on certain protected characteristics is illegal and in violation of Company policy.
- Illegal harassment does not cover the equal opportunity harasser (a.k.a. a bully or a jerk). This could still violate company policy, however.

What are the Protected Characteristics?



What are the Protected Characteristics under Federal Law?

- Race/color
- Sex (includes sexual harassment)
- National origin/ancestry/citizenship
- Religion
- Age
- Disability (physical or mental)
- Pregnancy/childbirth
- Genetic Information

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What are the Protected Characteristics?

- | | |
|--|--|
| <ul style="list-style-type: none"> • Race / color • National origin / ancestry / citizenship • Sex (pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) • Sexual orientation • Gender identity/expression • National origin/ancestry • Religion (religious dress & grooming) • Age | <ul style="list-style-type: none"> • Disability (physical or mental) • Legally protected medical condition or information (e.g., cancer) • Genetic information (e.g., diabetes) • Creed • Marital / domestic partner status • Military status (active / veteran) |
|--|--|

Avoiding Abusive Conduct, a.k.a., Bullying

- Conduct, with malice, that is
 - Hostile
 - Offensive, and
 - Unrelated to an employer's legitimate business interests.
- May include:
 - Verbal abuse
 - Threatening, intimidating, or humiliating actions
 - “Gratuitous” sabotage or undermining work performance
- Systematic vs. Single Occurrence

Hostile Work Environment

True or False

- Making a joke about your own national origin does not violate the anti-harassment policy because self-deprecating humor is OK.

- If a person is offended by your conduct, he or she must inform you before they make a complaint.

- If a person is offended by your conduct, he or she must inform you before they make a complaint.

Hostile Work Environment

True or False

- Sending a joke by email or IM is OK so long as you tell the recipient to delete it right away.

- Tangible job benefits for submitting to sexual advances, or
- Tangible job detriment for refusing to submit to sexual advances

Quid Pro Quo

Factors to consider:

- Whether the conduct was unwelcome
- Frequency is **not** a consideration
- Submission by the harasser does **not** prove the conduct was welcome

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Quid Pro Quo

Example 4

- Ann alleges she lost a promotion for which she was qualified because the co-worker who obtained the promotion was engaged in a sexual relationship with their supervisor. The relationship was consensual and the supervisor had never subjected Ann's co-worker or any other employee to unwelcome sexual advances. Ann is genuinely offended by the supervisor's conduct.

Quid Pro Quo

Example 5

- Same as example 4, except in this case the relationship was not consensual. Ann's supervisor regularly harassed the co-worker in front of other employees, demanded sexual favors as a condition for her promotion, and then audibly boasted about his "conquest."

Quid Pro Quo

Example 6

- Same as 4, except Ann's supervisor and other management personnel regularly solicited sexual favors from subordinate employees and offered job opportunities to those who complied. Some of those employees willingly consented to the sexual requests and in turn received promotions and awards. Others consented because they recognized that their opportunities for advancement would otherwise be limited. Ann was not approached for sexual favors.

- What if the alleged harasser treats everyone equally badly, and thus there is no harassment based on sex or other specific characteristic?

Who is Covered?

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Who is Covered?

True or False

- The harassment policy prevents harassment against co-workers and managers, but not if the harassment involves a vendor.

Who is Covered?

Employees are protected from harassment by:

- Other employees (supervisors and co-workers)
- Vendors
- Customers
- Visitors
- Anyone who does business with the Company

You as the supervisor have a *duty* to stop harassment of your staff, not just by employees, but by third parties as well.

When Does Harassment Happen?

When Does Harassment Happen?

- Your workstation?
- Conference room?
- Sales conference?
- Business travel?
- A bar on Friday night?
- Dinner at your house?
- Holiday party?
- On-line exchange on Facebook?

When Does Harassment Happen?

- At work
- Off premises, if work-related
- Events sponsored by the Company
- On-line

BOTTOM LINE: Any time you are in contact with co-workers, act professionally.

When Does Harassment Happen?

True or False

- Having too much to drink is an acceptable excuse for harassment that occurs outside of the workplace.

Who is Liable?

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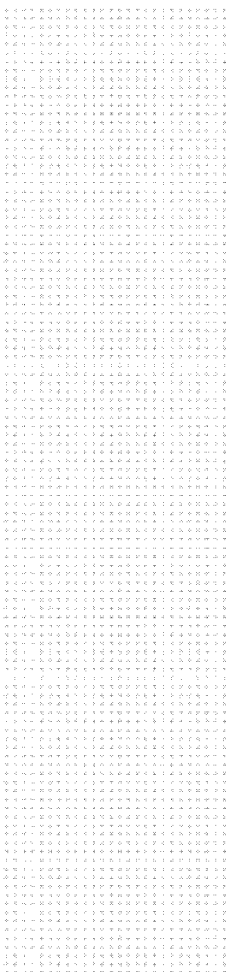
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Who is Liable for Harassment or Retaliation?

The employer is:

- strictly liable for all equitable damages for harassment by a supervisor
 - Whether quid pro quo harassment or
 - hostile work environment harassment
- liable for harassment by a co-worker, vendor or customer, e.g. non-supervisor, if the employer knew or should have known and failed to take appropriate action



Who is Liable for Harassment or Retaliation?

Individual personally liable for “aiding and abetting” harassment if:

- (1) The person that you assist performs a wrongful act that causes an injury;
- (2) You must be aware of your role as part of an overall wrongful activity at the time of providing the assistance; and
- (3) You must knowingly and substantially assist the principal violation.

Remedies

- Back pay
- Front pay
- Reinstatement
- Emotional distress
- Punitive damages
- Attorneys' fees

Case 2:18-cv-16509-MCA-AME Document 82-3 Filed 05/07/21 Page 193 of 268 PageID: 581

Preventing and Responding to Reports of Harassment

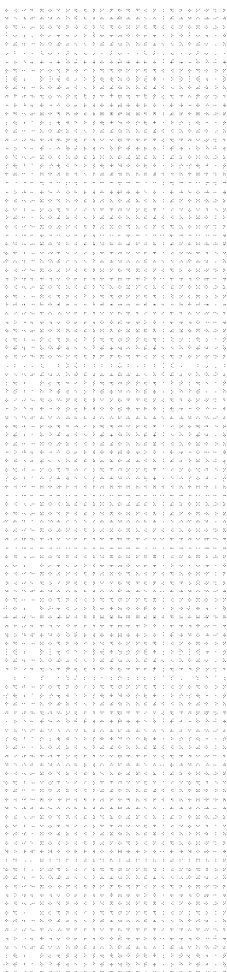
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Preventing and Responding to Reports of Harassment

- Comprehensive anti-harassment policies
- Effective communication of the policies
- Management and supervisory training
- Non-management employee training
- Effective complaint procedures
- Immediate and appropriate action when an employee complains



Preventing and Responding to Reports of Harassment

Appropriate proactive steps:

- Encourage employees to report harassment to management *before* it becomes severe or pervasive
- Designate more than one individual to take complaints
- Ensure individuals designated to take complaints are in accessible locations
- Instruct all supervisors to report complaints to appropriate officials

What Are Your Obligations?

- A manager is copied on an off-color joke. What should the manager do?

What Are Your Obligations?

- A subordinate tells you informally over lunch that her coworker makes her feel uncomfortable. She makes it clear that she is not making a complaint and asks you to keep it confidential.

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What Are Your Obligations?

True or False

- Managers are not required to report either informal complaints of harassment or complaints in which the employee requests that nothing be done.

Obligation to report

What Do You Do if Someone Reports Inappropriate Conduct to You?

- Express appreciation
 - Thanks for bringing this to my attention
- Confirm organization's commitment
 - We take these issues seriously
- Confirm no retaliation
 - The Company does not tolerate retaliation
- Advise of next steps
 - I am going to report this to HR who will be in contact with you
- Immediately consult HR

What Do You Do if Someone Reports Inappropriate Conduct to you?

Don't

- ignore it
- judge credibility
- judge whether the conduct is harassment
- express opinions
- discuss with others
- investigate yourself
- promise confidentiality

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What Do You Do if Someone Reports Inappropriate Conduct to You?

Do not retaliate!

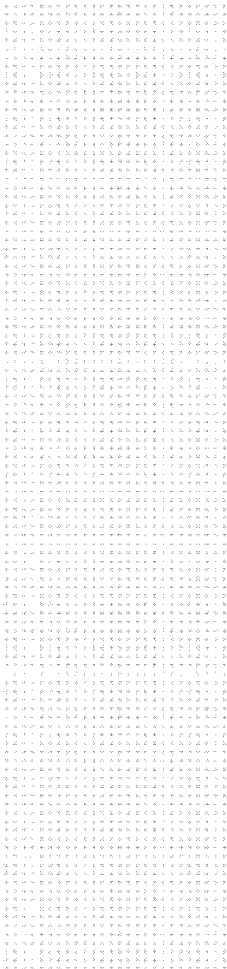
- Making a claim of discrimination or harassment or participating in an investigation
- Suffering “adverse employment action” as a result

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What if Someone Accuses You of Inappropriate Conduct?

Again, do not retaliate! Report it!

- If it is reported to you, follow the steps we already discussed.
- Do not attempt to investigate the matter yourself
- Do not attempt to argue the merits



Reasonable Care in Preventing Harassment

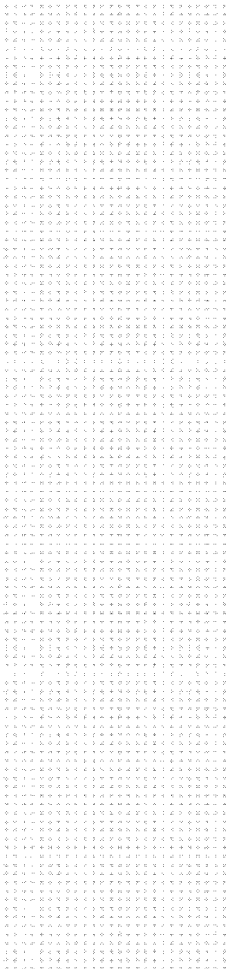
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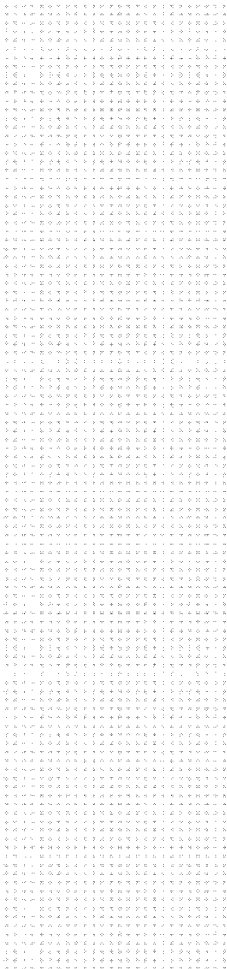
What Can You Do to Be Proactive in Preventing Harassment?

- Lead by example
- Confront and report inappropriate conduct
- Avoid jokes, words, gestures with sexual, racial or other inappropriate overtones
- Be careful with your emails, IMs, social media and texts



What Can You Do to Be Proactive in Preventing Harassment?

- Remind employees of the policy
- Encourage employees to report
- Be responsive to complaints
- Have an open door policy
- Remember that behavior at Company functions must remain professional



Affirmative Steps to Avoid Problems

- Be respectful of differences and different levels of sensitivity
- Comply with the Company's policy as it may be stricter than the law
- If someone complains, it is an issue, even if the conduct does not violate Company policy

Questions and Examples

The Crosswalk



Appropriate Conduct.



Risky Conduct.



Inappropriate Conduct.

John is so nervous after attending this harassment prevention training that he decides never to invite any female co-workers or subordinates out for dinner or drinks after work, and always to keep his office door open when he meets with female employees.

Bennie says to Louise, “Go out with me, and I’ll make sure you get that promotion.”

Ellen offers Bennie a massage to relax his shoulders because he has been working on the computer all day and seems tense.

Sam is good friends with all of the people that she supervises. She talks with them a lot about their personal lives, including graphic details of their dating experiences.

Julie told Max (who reports to her) that she put in a “good word” for him about an upcoming promotion. She also said, “Stick with me and I will take you to the top.”

Emily filed a complaint of sex harassment against Miles. Andrea, a co-worker, tells Emily, “Don’t bother hanging around us anymore. You’re just causing trouble for the rest of us women who work here!”

John asks Sam out on a date to the movies.

Pacira - 001527

CONFIDENTIAL

000101767.00074

**In the corner of her work station,
Sabrina has placed a life size poster
of Matthew McConaughey, shirtless.
On her desk she puts up a picture of
her boyfriend wearing a bathing suit
and flexing his muscles.**

**Michelle puts a posting on the
Company's bulletin board in the
kitchen about the "Sexiest Man at
Work" contest.**

**When some of the customers who are
from the South meet Company
employees, they give a full frontal
hug and a kiss them on both cheeks.**

Rory says to Lou, “You are really looking hot since you’ve lost all that weight!”

**While at dinner, a contractor invites
three employees to a strip club, at the
contractor's expense.**

A vendor tells Debbie, a Company staffer, that he's glad she is there and hands her his card with his cell number.

While on a break at a trade show, a vendor sends Debbie a text inviting her to a dinner away from the convention site and asks if she wants to share a cab.

While having drinks in a hotel lobby bar after trade conference events are over, a vendor puts his hand on Debbie's back.

**Susan, a vendor, sends a LinkedIn
request to David, a Company
employee.**

Pacira - 001536

CONFIDENTIAL

000101767.00083

**Carrie, a Company employee,
receives a Facebook “friend” request
from John, a vendor.**

Kathy, a Company employee, gets a text message from vendor Daniel along with a nude picture of Daniel and his hotel room number.

Suzy had a consensual sexual relationship with Patrick, who reports to her. Patrick ends the relationship. Later, Suzy is promoted and is asked to pick her replacement.

Joe, a long-time customer, sees Patti at a Company meeting. Joe asks Patti how she is, and she bursts into tears, telling him that she is going through a divorce. To comfort her, Joe puts his arm around her shoulder and kisses her on the cheek.

Alex, a Company manager, gives overall higher reviews to Company employees who are willing to go to parties and clubs with customers at conferences.

Pam approaches her manager, Sheila, before an event, and tells her that she has been receiving sexual texts and calls from customer Thomas. Pam does not want to attend the event.

Thank you!

EXHIBIT 12

From: Reshma Abell [/O=SKYEPHARMA/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=RESHMA ABELL430]
Sent: Friday, February 17, 2017 2:54:18 PM
To: Peter Murphy; Glenn Reiser
Subject: Plan for Soft tissue growth

Hi Pete, Hi Glenn,

How are you? Thank you again for my promotion to Sr. SAS. The purpose of this email is to summarize what we discussed on February 6th in Nashville.

As a Sr. SAS, I wanted to offer myself to my peers in their own territories to assist them in growing their soft tissue/anesthesia business. Keeping in mind our new goals from NSM last week, to concentrate on soft tissue, I think the timing couldn't be better. We're also going to be sharing ortho space with Depuy at the beginning of Q2 and by the end of the year, have them sell 100%. Our plan is to grow the soft tissue but most of our sales force is still facing issues with how and where to get all this business. It's wide open but to navigate through each system or each hospital is somewhat challenging. Our sales force is elite and intelligent enough to figure this out on their own, however, time is not the luxury we can afford this year. With hopes of NB launch next year, concentration on 3 calls per week on OMFS, getting Depuy up and ready by the end of the year, and conquering all that soft tissue business sitting out there, is not exactly ideal. However, if I can only help with one or two of these, I would like to do so. I owe this to our shareholders and my peers. As a Sr. SAS, I hope that your faith in me will make this a success.

This idea came about after having several SASs and RDs wanting to have a field ride with me. Although I have had many successful corporate, KOLs, NASA, training, sales, etc ride alongs in past couple of years, it makes sense to have me ride within their territory so that I can assist them with their own day to day challenges. It's wonderful to see me in my own territory do well but how are they taking this back into their own territory and applying it? It's more effective if they have their own peer work with them for a day or two to replicate (within their own comfort zone) what's already been successfully and consistently working for me. It's difficult enough to grow our business as it is unique, let alone trying to protect the existing business or recover the lost business. I'm not looking for a raise nor a cut in my quota. I will gladly and consistently deliver my number, however, you must consider this as an opportunity for me to grow professionally. I'm getting stale in my own skin & I need this opportunity.

All I'm asking is that you allow me to ride with 6-10 SAS in the country or just the EAST coast, with the permission of their RD, for the next 6 months. I also have names of the SASs who have asked me to assist them in their territories if that helps get things moving. If this pilot works, we'll be set for the NB launch next year and I can do this full time. If this pilot doesn't work, I'll still guarantee growth in each of those territories, while delivering & exceeding my own quota. Let me know your thoughts.

Reshma Abell
917-794-0227
Surgical Account Specialist, NY
Pacira Pharmaceuticals

EXHIBIT 13

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1 A. She was -- in 2014, 2015 probably.
 2 Maybe even before that.
 3 Q. What was her role or title there?
 4 A. She was an SAS, account specialist in --
 5 I believe in North Carolina.
 6 Q. Would she have fallen under your purview
 7 as the area director?
 8 A. Yes.
 9 Q. Are you aware of Joy Fischer making any
 10 complaints to human resources?
 11 A. To what?
 12 Q. Generally.
 13 A. Not that I remember. A lot of times
 14 human resources doesn't share with us who is making a
 15 complaint.
 16 Q. Was it ever brought to your attention
 17 that any allegations of improper conduct by you with
 18 respect to Joy Fisher were made?
 19 A. No.
 20 Q. Did you ever have any issues with Joy
 21 Fisher as an employee?
 22 A. Well, we ended up terminating her.
 23 Q. For what reason was she terminated?
 24 A. There were performance issues, but
 25 ultimately she was terminated for a compliance

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1 violation, which we have -- once that happens,
 2 there's nothing sales management can do.
 3 Q. Do you recall what the compliance
 4 violation was?
 5 A. I don't remember exactly what it was.
 6 Kristen Rudisill was the RD and Joy Fisher was told
 7 specifically not to do something with data. It was
 8 like data that wasn't approved by the company, and
 9 she went ahead and had a meeting with the doctor and
 10 shared all this off-label stuff that she wasn't
 11 allowed to do and she was told not to do it
 12 beforehand and went ahead and did it anyway.
 13 And it was reported back to us through
 14 DePui Synthes. So it was a pretty legitimate chain
 15 of evidence that went all the back and had multiple
 16 people involved.
 17 Q. Are you aware if Joy Fisher ever made
 18 any complaints about inappropriate conduct at Pacira?
 19 A. I don't remember any of them.
 20 Q. Specifically of a sexual nature?
 21 A. I don't know what you're talking about.
 22 Q. I'm only asking what you know. I don't
 23 know what you know or --
 24 A. I don't remember any.
 25 Q. Does Pacira conduct national sales

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1 meetings on a biannual basis?
 2 A. Normally annually.
 3 Q. Normally it's annual?
 4 A. Yeah. There might be a regional in
 5 between.
 6 Q. When are the national sales meetings
 7 usually held?
 8 A. Usually like February.
 9 Q. Would you normally attend these national
 10 sales meetings?
 11 A. Yes.
 12 Q. Does most of the company attend these
 13 meetings?
 14 A. Most of the field team and marketing
 15 would be there. Some of the other support services.
 16 Q. When you say support services, are you
 17 referring to medical affairs?
 18 A. Medical affairs, sales operations, IT,
 19 you know, they would do a lot of, you know, upgrades
 20 and things of that nature while they had everybody
 21 there.
 22 Human resources would be there.
 23 We might be having some type of special
 24 program within the company for benefits or things of
 25 that nature.

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1 Q. Did you ever present at any of these
 2 national sales meetings?
 3 A. Yes.
 4 Q. Have you ever led some of the events?
 5 A. Yes.
 6 Q. What would be the types of topics upon
 7 which you would speak at the national sales meeting?
 8 A. I don't know if I so much spoke a lot as
 9 I facilitated or worked with, you know, the groups to
 10 develop the selling skills or clinical knowledge,
 11 whatever the topic might be. I could be out
 12 facilitating, providing a format for business plans,
 13 things of that nature.
 14 Q. Generally, how long would the national
 15 sales meetings last? Couple of days?
 16 A. Couple of days. Two to three days,
 17 sometimes, depending on travel.
 18 Q. Every year, would you host them at
 19 different locations?
 20 A. Yes. We used to do that. We don't do
 21 that anymore.
 22 Q. You just have a fixed location that you
 23 do it at the same place every year?
 24 A. That's our goal.
 25 Q. Where are they held now?

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1 A. Tampa.
 2 Q. Were you present at the national sales
 3 meeting that took place in 2018?
 4 A. Yes.
 5 Q. And do you recall where that was
 6 located?
 7 A. That might have been Nashville. I don't
 8 separate them by the years. I mean, I don't know the
 9 year. There was Atlanta, Nashville. That's how I
 10 remember them.
 11 Q. Do you recall there being a national
 12 sales meeting in Orlando?
 13 A. Yes. Yes. That was Orlando. I'm
 14 sorry.
 15 Q. So in 2018, in February of 2018, when
 16 the national sales meeting took place, would you have
 17 then been serving in the role of chief commercial
 18 officer?
 19 A. No.
 20 Q. What role -- were you still in the
 21 executive director position at that time?
 22 A. Yes.
 23 Q. When would your promotion to chief
 24 commercial officer have taken place?
 25 A. Maybe September.

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1 Q. Does Pacira ever use the national sales
 2 meeting as an opportunity to announce promotions?
 3 A. Yes. Not all the time, but they've done
 4 that in different formats.
 5 Q. And who puts together the agenda for
 6 national sales meeting? Is that a committee, a
 7 certain individual, something else?
 8 A. It's a committee and, you know,
 9 everybody wants to have time at the national meeting,
 10 and then they select the theme of the meeting and
 11 what's going to be the major topics.
 12 Q. Are you involved in any way in the
 13 planning process?
 14 A. I wasn't in that one outside of just
 15 doing what we were doing for the DePui Synthes
 16 partnership.
 17 Q. When were you first provided with the
 18 agenda for the 2018 national sales meeting?
 19 Would you have been given it in advance
 20 of the meeting, at the meeting, or some other time?
 21 A. I was given it may be month in advance.
 22 Prior to that, we ended up changing some things for
 23 my area specifically, and we ended up adding a lab in
 24 and some -- a lot of off-site training. We literally
 25 had to get on a bus and go to a separate location.

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1 Q. At some point in time, were you made
 2 aware that a women's leadership meeting was scheduled
 3 to take place during the course of the 2018 national
 4 sales meeting?
 5 A. Yes.
 6 Q. Had Pacira ever hosted at any of its
 7 prior national sales meeting a women's leadership
 8 meeting?
 9 A. Not with the formality of this one.
 10 Q. So was this the first of its kind?
 11 A. Yeah, I think there were breakfast
 12 meetings at past and working groups, but never a
 13 large-scale program like that.
 14 Q. Did you have any involvement with
 15 developing or planning the women's leadership
 16 meeting?
 17 A. Not a whole lot. I mean, I advocated
 18 for it early on. When they considered doing it, I
 19 thought it was a great idea and I'm a big proponent
 20 of it. I wasn't involved in the detailed planning.
 21 Q. Do you know who was?
 22 A. I believe probably Kristen Williams and
 23 she had a small team involved in it.
 24 Q. What is Kristen Williams's role at
 25 Pacira?

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1 A. She is chief legal counsel.
 2 Q. Do you know if all of the Pacira
 3 employees were invited to this women leadership
 4 meeting?
 5 A. I don't remember if everyone was
 6 invited. I know there was an invitation extended. I
 7 don't know if everybody with sales operations there
 8 and marketing maybe not have invited everybody.
 9 They're different departments.
 10 Q. Do you recall being invited to the
 11 meeting?
 12 A. I don't remember.
 13 Q. Did you understand the women's
 14 leadership meeting to be an optional event?
 15 A. That was my understanding.
 16 Q. And do you have a recollection as to
 17 whether or not the invitation were extended to just
 18 females, just males, or to some combination?
 19 A. I knew I couldn't attend the event, so I
 20 didn't really get involved with the interpretations.
 21 I knew I had a prior commitment for a program, but I
 22 didn't really pay attention to who was invited or
 23 not.
 24 Q. What were you committed to do at that
 25 time?

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1 officer; correct?
 2 A. Are you talking about now or back then?
 3 Q. Currently.
 4 A. Chief operating officer, chief clinical
 5 officer, chief customer officer. I don't know if
 6 everybody's title are chief or VP, but I can only
 7 think of four.
 8 Q. Are VPs -- does VP stand for vice
 9 president?
 10 A. Yes.
 11 Q. Are vice presidents perceived to be on
 12 the same level as the chief titled employees?
 13 A. I don't know all their levels. They
 14 could be. It could be just a different....
 15 Q. At any point in time were you party to
 16 any discussions about Reshma being promoted to a
 17 director level position?
 18 A. No.
 19 Q. Have you ever heard or have you ever
 20 been part of any conversations within Pacira
 21 regarding the formation of a position for a director
 22 of post-op pain management?
 23 A. No.
 24 Q. And have you ever heard that title
 25 before used within Pacira?

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1 A. No.
 2 Q. Have you ever heard the terminology the
 3 Boys' Club used within Pacira?
 4 A. No.
 5 Q. Have you ever been told that any
 6 certain, particular events were designated for guys
 7 only or men only within Pacira?
 8 A. No.
 9 Q. When you were discussing the salary
 10 grades and you told me there could be as many as 16
 11 different grades, would the examples of 7EX, 8EX, or
 12 9EX, would that be an example of certain pay grades
 13 that Pacira assigns to different employees?
 14 A. It could be.
 15 Q. Are you familiar with that terminology?
 16 A. Yes. Not so much the way you're
 17 describing it. But, yes, I think I know what you
 18 mean.
 19 Q. How would you describe it?
 20 A. They would have a level, whether it's a
 21 six or a seven, and EX would be they were an
 22 executive in that level.
 23 Q. Understood. And as executive director
 24 of alliances, what level would that be?
 25 A. So I was moved up a couple of levels in

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1 my position. I don't remember where I ended up. It
 2 could be a level 13.
 3 Q. As a chief titled position, what range
 4 of levels are appropriately applied to those
 5 positions?
 6 A. I don't know. I mean, I don't sit there
 7 and look at the HR levels for all the positions.
 8 Q. Are you currently at a level 13?
 9 A. I would have to go and look. Honestly,
 10 I don't know what my level is right now. I know what
 11 my job is and I go out and do it.
 12 Q. When you were promoted from executive
 13 director of alliances to the chief commercial
 14 officer, did that come with an increase in pay?
 15 A. I'm sorry, what was the question?
 16 Q. When you were promoted from executive
 17 director of alliances to chief commercial officer,
 18 did that come with an increase in pay?
 19 A. Yes.
 20 Q. Did that also come with a corresponding
 21 increase of level?
 22 A. Yes.
 23 Q. And as a chief, holding a title with
 24 chief, does that allow you the opportunity to hit the
 25 highest level of pay within Pacira?

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1 MR. PANZINI: Objection to form, but you
 2 can answer.
 3 A. I don't know what the highest form is.
 4 I would imagine -- I think the chief executive
 5 officer would be higher.
 6 Q. Underneath the chief executive officer
 7 would then be the remainder of the chief title
 8 positions?
 9 A. Yes.
 10 MR. STEWART: I appreciate your time
 11 here today. I believe I'm finished. Thank you for
 12 your patience and for participating.
 13 THE WITNESS: Thank you.
 14 MR. PANZINI: All right. I have just a
 15 couple of quick follow-ups and I will be done, I
 16 promise. When you hear the word couple quick,
 17 usually it's long. But I honestly really mean that.
 18 EXAMINATION BY
 19 MR. PANZINI:
 20 Q. Did Reshma ever come to you directly to
 21 report that she felt she was being discriminated
 22 against based on her gender?
 23 A. No.
 24 Q. Did she ever tell you that she thought
 25 the men were making more because they were men?

EXHIBIT 14

From: Julie Longthorne <jlongthorne@westfieldgroupusa.com>
Sent: Wednesday, February 7, 2018 11:54 AM
Subject: Before You Go! 2018 Pacira National Meeting - Orlando, FL
Attachments: image003.emz; Before You Go - Pacira 2018 National Meeting.pdf



Before You Go

2018 National Meeting
February 11 - 15, 2018

Loews Sapphire Falls Resort
Orlando, FL

FINAL MEETING CONFIRMATION

TENTATIVE AGENDA

Sunday, February 11, 2018

- Welcome Dinner at 6:30 PM

Monday, February 12, 2018

- Breakfast
- Meetings
- Lunch
- Meetings
- Regional Dine Arounds

Tuesday, February 13, 2018

- Breakfast
- Meetings

- Lunch
- Meetings
- Night on Own
- Women in Leadership Event

Wednesday, February 14, 2018

- Breakfast
- Meetings
- Lunch
- Meetings
- Awards Dinner

Reservations Recommended

Thursday, February 15, 2018

- Breakfast
- Meetings
- Box Lunch
- Flight Departures after 2:00 PM

Pacira appreciates that you will be traveling away from your loved one's this Valentine's Day. The gift selected during registration will be mailed to the recipient of your choice the week of February 12, 2018 courtesy of Pacira Pharmaceuticals.



HOTEL INFORMATION

Loews Sapphire Falls Resort at Universal Orlando

6601 Adventure Way

Orlando, FL 32819

Phone: (888) 430-4999

Pacira will cover the cost of your sleeping room and tax over the program dates of February 11 – 15, 2018. Upon check-in, you will be required to provide a credit card to cover any incidental charges that you may incur during your stay (i.e. room service, in-room movies, in-room internet, honor bar, laundry services, sundries, etc.).

Early arrivals or extended stays will be at the requesting guest's expense and will not be covered by Pacira unless special circumstances have been previously approved.

Please know additional room nights as well as the group rate, cannot be guaranteed and is subject to the hotel's availability.

Accommodations have been reserved for you based upon the information that you provided on your registration. If you have any questions or concerns regarding your arrival/departure dates, please notify **Julie Longthorne** immediately at **(973) 240-0180 x229** or via email at jlongthorne@westfieldgroupusa.com.

The Loews Sapphire Falls Resort is a smoke-free hotel and all guest rooms are non-smoking.

Check-in and Check-out

Check-in time at the Loews Sapphire Falls Resort is 4:00 PM and check-out time is 11:00 AM. The Loews Sapphire Falls Resort will make reasonable efforts to accommodate early arrivals, however early check-in cannot be guaranteed.

Guest Room Internet

Guest room Wi-Fi is complimentary for all meeting attendees staying at the Loews Sapphire Falls Resort.

Parking

Parking at the hotel will be covered by Pacira over the dates of the program for local attendees driving to the meeting.

Required Meeting Materials

Please make sure you bring your Pacira issued iPad and charger with you as you will be using it throughout the duration of the meeting. Please ensure to synchronize your iPad before arrival at the meeting.



HOTEL INFORMATION (cont.)

Hospitality Desk and On-Site Contact

Upon arrival to the hotel, please stop by the Pacira Hospitality Desk in the Grand Caribbean Pre-Function East Foyer located on the Lobby Level to receive your welcome packet.

Please check the packet for any meeting updates. Please see the Westfield Group Program Staff at the Hospitality Desk should you have any questions or needs on-site during your stay.

The desk will remain open in the Grand Caribbean Pre-Function East Foyer throughout the duration of the meeting at the times listed below.

HOSPITALITY DESK – DESK HOURS

DATE	LOCATION	OPEN	CLOSE
Sunday, February 11	Grand Caribbean Pre-Function East	8:00 AM	6:00 PM
Monday, February 12	Grand Caribbean Pre-Function East	6:30 AM	5:00 PM
Tuesday, February 13	Grand Caribbean Pre-Function East	6:30 AM	5:00 PM
Wednesday, February 14	Grand Caribbean Pre-Function East	6:30 AM	5:00 PM
Thursday, February 15	Grand Caribbean Pre-Function East	6:30 AM	2:00 PM

On-Site Support

On-site IT support will be available. If you should have any hardware or software issues with iPads or laptops there will be a drop off point and an opportunity to speak with a member of the IT team. **The IT team can be found in St. Croix 1 on the Lobby Level from Sunday, February 11th – Thursday, February 15th.**

Fitness Center

The Fitness Center is located on the 2nd Floor of the hotel and is open until 11:00 PM, seven days a week.

Hotel Business Center

The Hotel Business Center is located on the Lobby Level. Computer use is available 24 hours a day, seven days a week.



TRAVEL INFORMATION

All travel has been booked through Travel Leaders Corporate. You should have received your air itinerary through email. If you have any questions or are in need of another copy of your travel itinerary, please contact Travel Leaders Corporate below:

Travel Leaders Corporate

Open Week Days: Monday – Friday

Hours: 9:00 AM – 5:30 PM (EST)

Phone: (844) 485-2677

Please note that it is approximately a 20-minute drive from Orlando International Airport (MCO) to the Loews Sapphire Falls Resort.

Departures

All flights should be scheduled to depart from Orlando International Airport (MCO) on Thursday, February 15, 2018.

Because of the current security procedures in place at most US airports, all ticketed passengers must present an official government-issued photo ID. **Starting January 22, 2018, travelers who do not have a license or identification card from a compliant state or a state that has been granted an extension will be asked to provide alternate acceptable identification.** If you cannot provide an acceptable form of identification, you will not be permitted through the security checkpoint.

For schedule updates and to see if your state is compliant, visit the DHS REAL ID schedule and enforcement brief. <https://www.dhs.gov/real-id>.

For domestic travel, it is recommended that you check in at least 2 hours prior to your scheduled departure time. Only ticketed passengers will be permitted beyond the security checkpoint into the gate areas. Please reconfirm your frequent flyer number directly with the airline agent upon checking in. Several airline carriers have enforced checked luggage fees.

IMPORTANT: Please check with your airline carrier for up-to-date policies on checked luggage.

Please ensure that any checked luggage contains a luggage tag with your name, address, and telephone number. This will help us identify your luggage at the hotel.



GROUND TRANSPORTATION

Ground transportation will be provided by **Hello! Florida**. If you cannot locate your driver, please contact **Jarrold Fucci** at **(954) 643-6089**.

Upon arrival at the Orlando International Airport (MCO), please proceed to your designated baggage claim area, even if you have not checked luggage. Staff in purple polos will be holding a sign with the Pacira Logo. Drivers will be standing at the entry point from the terminals into baggage claim.

Attendees traveling outside of the meeting dates of Sunday, February 11th – Thursday, February 15th, will be responsible for arranging their own transportation to and from the airport.

Arrival

Prearranged ground transportation will be provided from Orlando International Airport (MCO) to the Loews Sapphire Falls Resort on Sunday, February 11th.

Departure

Return transportation to Orlando International Airport (MCO) from the Loews Sapphire Falls Resort will be provided at the conclusion of the meeting on Thursday, February 15th. A departure notice will be provided during the meeting with details regarding return transportation.



GENERAL INFORMATION

General Meeting Information

Name badges will be provided to you in your welcome packet, which you will receive on-site. You will be required to wear your name badge to all business sessions and planned meal functions so Meeting Staff may easily identify you.

As always, please be certain to protect your personal belongings (laptops, iPads, briefcases, pocketbooks, etc.) and do not leave them unattended. Please do not leave any personal property or company-related printed materials in the meeting rooms or hotel corridors. All materials that are left behind will be destroyed.

Meals will be provided for the group over the duration of the program dates. Meals are not reimbursable expenses when a group meal is provided as part of the meeting agenda. Pacira will reimburse for (1) one checked bag fee per flight.

Weather

The weather in Orlando, FL for the month of February is a low of 52°F and a high of 74°F.



MEETING ATTIRE

DAY TIME ATTIRE	
Sunday, February 11	Casual (jeans permissible)
Monday, February 12	Business Casual
Tuesday, February 13	Business Casual
Wednesday, February 14	Casual (jeans permissible)
Thursday, February 15	Casual (jeans permissible)

EVENING ATTIRE	
Sunday, February 11	Casual (jeans permissible)
Monday, February 12	Casual (jeans permissible)
Tuesday, February 13	Casual (jeans permissible)
Wednesday, February 14	(Cocktail Attire) for Women and Business Attire for Men
Thursday, February 15	Casual (jeans permissible)

Here is an attire guideline to help you plan for packing:

Business Casual Recommendations

Men:

- Khaki, linen, gabardine or cotton dress slacks, neatly pressed
- Cotton long-sleeved button-down shirts, pressed, polo shirts with a collar
- Light Sweaters
- Sport Jackets optional
- Ties optional

Women:

- Khaki, linen, twill or cotton dress slacks, skirts or dresses, neatly pressed
- Blouses, light sweaters, twinsets, cardigans, polo/knit shirts
- Blazers optional

Below is an attire guideline for the Awards Dinner on Wednesday, February 14th.

Semi-Formal (Cocktail Attire) Recommendations

Men:

- Full Suit or Sport Coat
- Dress Slacks
- Business Shirt
- Tie

Women:

- Cocktail Dress
- Pants Suit
- Dress Suit

Looking forward to seeing you in Orlando!

If you have any questions regarding any of the information noted above, please notify **Julie Longthorne** immediately at **(973) 240-0180 x229** or via email at jlongthorne@westfieldgroupusa.com.

EXHIBIT 15

Pacira 2018 National Meeting - Women's Leadership Dinner

February 11 - 15, 2018

Loews Sapphire Falls Resort - Orlando, FL

	First Name	Last Name	Email	Registration Status	Registered Date	Decline Note
1	Lindsey	Adams	lindsey.adams@pacira.com	Accepted	1/19	
2	Nicole	Adams	nicole.adams@pacira.com	Accepted	1/23	
3	Cindy	Alvarado	cindy.alvarado@pacira.com	Accepted	1/16	
4	Meegan	Anderson	meegan.anderson@pacira.com	Accepted	1/16	
5	Alexis	Beckel	alexis.beckel@pacira.com	Accepted	1/18	
6	Julie	Berard	julie.berard@pacira.com	Accepted	1/17	
7	Mary	Beriont	mary.beriont@pacira.com	Accepted	1/17	
8	Monica	Birchmeier	Monica.Birchmeier@pacira.com	Accepted	1/16	
9	Shawn	Boykin	shawn.boykin@pacira.com	Accepted	1/16	
10	Nicole	Brandt-Young	nicole.brandt-young@pacira.com	Accepted	1/17	
11	Kasey	Chuisano	kchuisa1@its.jnj.com	Accepted	1/22	
12	Helene	Cissell	helene.cissell@pacira.com	Accepted	1/18	
13	Nikki	Cracknell	Nikki.Cracknell@pacira.com	Accepted	1/18	
14	Carrie	Crutchfield	carrie.crutchfield@pacira.com	Accepted	1/18	
15	Christa	D'Agnese	christa.dagnese@pacira.com	Accepted	1/22	
16	Joyce	Davis	joyce.davis@pacira.com	Accepted	1/16	
17	Stephanie	Davis	stephanie.davis@pacira.com	Accepted	1/24	
18	Laura	Day	laura.day@pacira.com	Accepted	1/16	
19	Rachel	DeLauder	rdelaude@its.jnj.com	Accepted	1/25	
20	Christine	DiDonato	christine.didonato@pacira.com	Accepted	1/23	
21	Roxanne	Doherty	roxanne.doherty@pacira.com	Accepted	1/16	
22	Tracy	Dominguez	tracy.dominguez@pacira.com	Accepted	1/17	
23	Daphne	Durant	daphne.durant@pacira.com	Accepted	1/18	
24	Lani	Dvorak	lani.dvorak@pacira.com	Accepted	1/16	
25	Erin	Fitzpatrick	erin.fitzpatrick@pacira.com	Accepted	1/16	
26	Francine	Giocondo	Francine.giocondo@pacira.com	Accepted	1/16	
27	Melissa	Giordano	melissa.giordano@pacira.com	Accepted	1/17	
28	Madeline	Gooding	madeline.gooding@pacira.com	Accepted	1/16	
29	Kristy	Harlin	kristy.harlin@pacira.com	Accepted	1/22	
30	Jennifer	Hedden	jennifer.hedden@pacira.com	Accepted	1/16	
31	Jody	Hogan	jody.hogan@pacira.com	Accepted	1/18	
32	Elizabeth	Holland	liz.holland@pacira.com	Accepted	1/21	
33	Michelle	Jones	michelle.jones@pacira.com	Accepted	1/22	

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34	Nancy	Kerrigan	nancy.kerrigan@pacira.com	Accepted	1/16
35	Gigi	Kisling	gigi.kisling@pacira.com	Accepted	1/16
36	Brandi	Knepley	Brandi.Knepley@pacira.com	Accepted	1/16
37	Kerry	Landtroop	kerry.landtroop@pacira.com	Accepted	1/16
38	Christy	Lee	christy.lee@pacira.com	Accepted	1/24
39	Jackie	Lu	jackie.lu@pacira.com	Accepted	1/18
40	Lauren	Lynn	lauren.lynn@pacira.com	Accepted	1/16
41	Sharon	McCarroll	Sharon.mccarroll@pacira.com	Accepted	1/16
42	Nannette	McCollum	nannette.mccollum@pacira.com	Accepted	1/16
43	Karin	McGarry	Karin.McGarry@pacira.com	Accepted	1/17
44	Sally	Miller	sally.miller@pacira.com	Accepted	1/23
45	Amy	Molitoris	amy.molitoris@pacira.com	Accepted	1/23
46	Nicole	Nejeschleba	nicole.nejeschleba@pacira.com	Accepted	1/18
47	Elizabeth	Norcross	elizabeth.norcross@pacira.com	Accepted	1/18
48	Lizette	Pardo-Crespo	lizette.pardo-crespo@pacira.com	Accepted	1/18
49	Janet	Poppe	janet.poppe@pacira.com	Accepted	1/21
50	Danielle	Resseguet	danielle.resseguet@pacira.com	Accepted	1/16
51	Deborah	Ross	deb.ross@pacira.com	Accepted	1/22
52	Christal	Rowe	Christal.Rowe@pacira.com	Accepted	1/17
53	Kristin	Rudisill	kristin.rudisill@pacira.com	Accepted	1/16
54	Wendy	Runckel	wendy.runckel@pacira.com	Accepted	1/17
55	Melissa	Ryan	melissa.ryan@pacira.com	Accepted	1/16
56	Julie	Sarmanian	julie.sarmanian@pacira.com	Accepted	1/16
57	Tatyana	Shuster	Tatyana.shuster@pacira.com	Accepted	1/24
58	Emily	Smith	emily.smith@pacira.com	Accepted	1/17
59	Abby	Solcoff	abby.solcoff@pacira.com	Accepted	1/20
60	Ellen	Speier	ebspeier@yahoo.com	Accepted	1/24
61	Jo	Stevenson	jo.stevenson@pacira.com	Accepted	1/16
62	Lisa	Surbey	lisa.surbey@pacira.com	Accepted	1/16
63	Kimberly	Sventy	kimberly.sventy@pacira.com	Accepted	1/17
64	Gretchen	Tiede	gretchen.tiede@pacira.com	Accepted	1/19
65	Mary Helen	Tran	maryhelen.tran@pacira.com	Accepted	1/16
66	Kristen	Villano	kristen.villano@pacira.com	Accepted	1/17
67	Joni	Walker	joni.walker@pacira.com	Accepted	1/17
68	Anita	Walsh	anita.walsh@pacira.com	Accepted	1/16
69	Fanta	Waterman	fanta.waterman@pacira.com	Accepted	1/16
70	Nancy	Wells	nancy.wells@pacira.com	Accepted	1/18
71	Tiffany	White	tiffany.white@pacira.com	Accepted	1/25

72	Kristen	Williams	Kristen.Williams@pacira.com	Accepted	1/16	
73	Catherine	Williamson	catherine.williamson@pacira.com	Accepted	1/16	
74	Ellen	Woolard	ellen.woolard@pacira.com	Accepted	1/16	
1	Melva	Covington	melva.covington@pacira.com	Cancelled		
2	Leslie	Hyman	leslie.hyman@pacira.com	Cancelled		
3	Reshma	Abell	reshma.abell@pacira.com	Decline		
4	Linda	Hasty	linda.hasty@pacira.com	Decline		I have a previous engagement.
5	Erica	Keane	erica.keane@pacira.com	Decline		Will not be attending meeting.
6	Amber	Sears	amber.sears@pacira.com	Decline		Not attending meeting
7	Linda	Sherman	linda.sherman@pacira.com	Decline		I was trying to rearrange the dinner I had scheduled to another night while we were there. It was prearranged for our free night.
8	Cheryl	White	cheryl.white@pacira.com	Decline		another obligation
1	Mindy	Edgar	medgar2@its.jnj.com	No Response		

EXHIBIT 16

From: Glenn Reiser [/O=SKYEPHARMA/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=GLENNR]
Sent: Tuesday, February 20, 2018 8:14:42 AM
To: Rich Kahr
Subject: RE: Incident at National Meeting

Not sure if I mentioned on our Friday call, but in addition to Rob leaving the meeting/his team, he did not inform me (his direct manager) of the incident nor his meeting departure/resignation. Also, in regards to Reshma; Lance Noble approached Chris Borsa to give him feedback from Wednesday night that Reshma was using explicitly sexual language.

Thank you,
Glenn

-----Original Message-----

From: Glenn Reiser
Sent: Tuesday, February 20, 2018 7:01 AM
To: Rich Kahr
Subject: RE: Incident at National Meeting

Good morning Rich,

My apologies, Pat Nolan. I'll try you later AM to catch up.

Glenn

-----Original Message-----

From: Rich Kahr
Sent: Tuesday, February 20, 2018 6:59 AM
To: Glenn Reiser
Subject: RE: Incident at National Meeting

Hi Glenn,

Who is Pat that you referenced below?

Rich Kahr
Vice President, Human Resources
Pacira Pharmaceuticals
5 Sylvan Way
Parsippany, NJ 07054
(973) 254-4341 Office
(848) 702-0512 Cell
rich.kahr@pacira.com

-----Original Message-----

From: Rich Kahr
Sent: Thursday, February 15, 2018 11:25 AM
To: Glenn Reiser; Peter Murphy
Subject: RE: Incident at National Meeting

Thanks Glenn. I will follow-up with you guys next week.

-----Original Message-----

From: Glenn Reiser

Sent: Thursday, February 15, 2018 11:15 AM
To: Rich Kahr; Peter Murphy
Subject: Incident at National Meeting

Having issues logging in with my laptop so sending from phone:

1) Rob and Reshma at Hotel lobby waiting on transportation to Top Golf: From what I understand Rob approached Reshma there and told her she she wasn't welcome to attend the Top Golf event and it was closed invitation and she should be attending the Women's Leadership forum instead (according to Reshma). Isaac Smolko may have been there.

2) At Top Golf: Reshma and Pat were hitting golf balls and Rob approached Reshma and ended up in a heated discussion (confirmed by Pat). Gio and his team were witness to it: Ken Wolfe, Mike Corn.

3) In Hotel later: Pat escorted Reshma over to Roxanne Doherty based recognizing she was seemingly still having a hard time from earlier.

Thank you,
Glenn

Sent from my iPhone

EXHIBIT 17

From: Scott Braunstein [/O=SKYEPHARMA/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=SCOTT BRAUNSTEIN0EE]
Sent: Thursday, February 15, 2018 1:24:07 PM
To: Rich Kahr
CC: Peter Murphy
Subject: Rob rock

Rich, for clarity , thought it was best you had an email from rob to me yesterday am at 6 am.

Scott,

Tonight, as a couple of regions were leaving to go to TopGolf an SAS showed up staring, "I'm crashing your party!" Which led me to ask, "Aren't you supposed to be attending the Women in Surgery dinner?" The response was,

"F#%k that. It's BS."

I walked away. We all jumped in an Uber & we're off to TopGolf. One of my team let me know that this SAS thought I was mad. In response I spoke to them and said I was surprised, but not upset. This was not received in the manner I had expected. I was cursed, called a liar, and more.

Later, I received two calls from my team letting me know that this SAS was blowing me up to anyone in earshot.

It got worse as more more drinks were consumed.

Knowing this person and knowing their volatility, I expect to be pulled aside tomorrow. I also know this SAS has bullied leadership in the past. I dont expect to be allowed to present my side.

I want you to know you have my utmost respect. I wish you all the best.

Like Douglas McArthur, I'm just going to fade away.

Vaya con dios

RRR

Scott Braunstein, MD
Chief Operating Officer
Pacira Pharmaceuticals, Inc
5 Sylvan Way, Suite 300
Parsippany, NJ 07054
(973)-254-4352

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Join the EXPAREL Surgeon Selector
Link:
<https://surgeonselector.exparel.com/>

EXHIBIT 18

From: Robert Rock <rockr082418@pacira.mail.onmicrosoft.com>
Sent: Saturday, February 17, 2018 5:54 PM
To: Rich Kahr
Subject: RE: Call Next Week
Attachments: Notes for Rich Kahr call.docx

From: Rich Kahr
Sent: Saturday, February 17, 2018 2:51 PM
To: Robert Rock
Subject: Call Next Week

Hi Rob,

I have been made aware of an incident that occurred at the National Sales Meeting this week. I would like to have a call with you next week to discuss what happened from your perspective. I will need about 30 minutes of your time. Can you give me some times on Tuesday and Wednesday that would work for you? I will match those times up with my availability and confirm a time back to you.

Thank you.

Rich Kahr

Vice President, Human Resources

Pacira Pharmaceuticals

5 Sylvan Way

Parsippany, NJ 07054

(973) 254-4341 Office

(848) 702-0512 Cell

rich.kahr@pacira.com

Notes for Rich Kahr call

At NSM Train-the-trainer in Morristown, Glenn Reiser asked East RDs to consider using Reshma Abell for TAP education in our regions. She was doing a pilot as part of a development program. Steve Huddy took advantage of this offer and RA came to Mobile to work a few days with Steve. I then received a call from RA to debrief on the time she spent in the field with Steve. The first this she said to me was, "You would be so proud of me. I only picked up one guy while I was down there." I made to reply. Steve had already called me concerned that RA had "pissed off two anesthesiologist." He also mentioned that while they were out to eat the manager came to their table and asked RA to stop dropping the F-bomb. He was concerned that she was scheduled to come back to Mobile as a follow-up and he didn't think that was a good idea. He asked if he could cancel or postpone her follow-up trip.

During my debriefing call, the topic of the upcoming Miami Breast Conference was brought up by her. Glenn had asked me to invite her. I shared with Glenn that Dennis McLoughlin had a dust-up with RA at a previous MBC and I did not think that her attending was a good idea. RA said, "If my husband doesn't fuck me hard before I come down there, you may have to." During this call she also said she wasn't going to the Women in Surgery dinner. "Fuck that. It's Bullshit." I mentioned I thought the dinner was mandatory. She then said, "I'm going to TopGolf with you." My reply was, "Gio Vendemia and I have already paid for our regions, plus we invited Glenn Reiser and Vaughn Schouten. It's already booked." RA said, "You can't stop me. I'll pay for myself." No more was said about the MBC or TopGolf.

During a breakout exercise on TUE, RA said she had a surprise for me saying she "would give it to me in 3 hours." At 6:30pm (3 hours later), while loading up our teams to go to TopGolf, RA walked out to our Uber and said, "Surprise!" My only comment was, "I guess you're going to TopGolf" and helped her into the SUV. After maybe 30-45 minutes at TopGolf, Isaac Smolko pulled me to the side and said, "Reshma thinks you're mad at her. Can you tell her you're not." I said, "No problem." I walked over to RA and said, "I am not mad at you. You are welcome and please feel free to eat and have whatever you want to drink." Her reply was, "I thought we were friends. Just because I have tits doesn't mean I have to go to some bullshit dinner." She added, "If you had to come back to work after two c-sections, you'd know how it feels." This left me a little confused as far the relevancy. So I repeated, "You are welcome to anything to eat or drink. Please have fun." Those were the last words I spoke to her. I can assure you, I did not raise my voice, I did not curse, nor was there any physical contact. I just walked away.

I left at 9:30pm with Brian Willey, Matt Eck, and Steve Huddy. Upon arrival at the Loew's I went to bed. At 11:45 I received a call from Justin Sherrod telling me that RA was down in the bar "Mother-fucking me" and telling anybody that would listen, "I'm gonna get that Mother-fucker fired."

I spoke to Matt Lehmann and Kristen Williams about this the next morning.

From a personal perspective, I feel RA realized she surprised me and after realizing this (and after a few more drinks) projected her disappointment in herself towards me. I have seen the profanity and volatility from her before. I am not mad or even upset with her. There are behavioral issues that are beyond my abilities to assess, so I will leave it there.

Additional info:

RA comments to Isaac Smolko, "I like him. We're both adults. If we want to fuck, we can."

RA comments to Brian Willey and Seth Whaley, "Look at this Kama Sutra app on my phone. I have been looking at this for the last 30 minutes. You know Indians invented sex." Both said they were really uncomfortable with this and asked if they should contact HR and I said they should contact Rich Kahr.

Chris Borsa informed me that Lance Noble had been approached by RA on TUE night and said, "I want you to fuck me with that big Midwestern cock." Lance mentioned this to me the next morning.

Steve Huddy also asked who he should call to report RA's profanity during their field time. I said he could report it formally to me or he should contact Rich Kahr.

EXHIBIT 20

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1 had been present at the events?

2 A. The next morning when we were at our --
3 getting ready for our breakout session was when I
4 heard she had been there, because Rob Rock had
5 left the meeting.

6 Q. So who did you hear this from?

7 A. I believe it was Isaac, but when I sat
8 down at the table that morning, everybody was kind
9 of talking about it because Rob was gone. And
10 everybody was going, Why is Rob gone, you know.
11 And Isaac said something and that's when he said
12 something, Well, Reshma showed up at Top Golf last
13 night and something happened between those two.

14 Q. And did you come to learn anything further
15 about what happened between Rob Rock and Reshma at
16 the Top Golf event?

17 A. I did, just only that they had a
18 disagreement and that it was something that Reshma
19 was very unhappy about and possibly going to HR,
20 is what I've been told, and that Rob left. We
21 thought Rob left the meeting.

22 Q. Did you observe any disagreement with
23 Reshma and Rob Rock at the Top Golf event?

24 A. No.

25 Q. Did anybody provide you an account of what

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1 happened?

2 A. No.

3 Q. Was it unusual that Rob Rock had chosen to
4 leave the national sales meeting that following
5 morning?

6 A. Yes.

7 Q. Did any explanation -- was any explanation
8 ever offered to you as to why he left?

9 A. No.

10 Q. Did he at some point return back to the
11 meeting?

12 A. He did.

13 Q. Was any explanation offered as to why he
14 returned?

15 A. No details. They just said -- one of the
16 managers called him and said, Rob, come back. I'm
17 trying to remember who our vice president was at
18 the time. But whoever that was had called him and
19 said, you know, You need to come back to the
20 meeting, turned him around.

21 Q. Did you ever have any conversations with
22 Rob Rock about what transpired between him and
23 Reshma?

24 A. I did, but he didn't give me details as to
25 what happened. He just said that we'd had a

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1 disagreement, she was very upset and was trying to
2 get him in trouble. But he didn't give details as
3 to what was said.

4 Q. And other than that, did you ever come to
5 learn of anything further that transpired between
6 Rob Rock and Reshma?

7 A. No.

8 Q. Through the course of the 2018 national
9 sales meeting, do you recall having any
10 interactions with Reshma?

11 A. I do.

12 Q. Do you know how many interactions you
13 recall having?

14 A. Just one.

15 Q. And when did that interaction occur?

16 A. It was following a breakout session, so
17 the end of a breakout session while we were
18 walking out of the room.

19 Q. And which of the four days did this occur?

20 A. I don't remember. I don't remember the
21 exact day that was. Maybe day two.

22 Q. Do you know if it was before or after Rob
23 Rock had left the sales meeting?

24 A. I believe it was before. It was before,
25 yeah, definitely.

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1 Q. And the interaction between you and Reshma
2 that occurred, can you describe to me what
3 transpired?

4 A. Yeah. So Brian Wiley and I were walking
5 out of the room, casual conversation. And again,
6 at these breakout sessions, you go out and get
7 coffee, food, that type of thing. But as we were
8 congregating maybe 4, 5 feet outside the door,
9 Reshma kind of came in between us and said, you
10 know, something along the lines of, These meetings
11 are so boring, this is the way I get through them,
12 and held out her phone and showed us -- like, she
13 started scrolling on her phone and it was pictures
14 of, like, Kama Sutra sexual positions.

15 Q. So just walk me through the sequence of
16 events here. You're sitting in a breakout
17 meeting; correct?

18 A. Correct.

19 Q. And how long had that breakout meeting
20 lasted for?

21 A. An hour.

22 Q. And you don't recall what day that
23 breakout meeting was taking place, do you?

24 A. I don't. I don't remember exactly. We
25 had breakouts every day, lots of them.

8 (Pages 26 to 29)

1 Q. And so this doesn't stand out in your mind
2 as to which breakout meeting this occurred
3 following?

4 A. No.

5 Q. Do you know who else was present at that
6 breakout meeting aside from yourself and Brian
7 Wiley?

8 A. I'm 99 percent sure Matt Eck.

9 Q. And do you have a recollection of the
10 subject matter that this breakout meeting
11 entailed?

12 A. No.

13 Q. This would have been one of many across
14 the course of --

15 A. Yeah, I could remember sitting -- I mean,
16 I could remember lots of breakout sessions, but I
17 could never tell you which one happened at what
18 place and in terms of, like, what period of time
19 of the meeting it happened. We have lots of
20 breakouts.

21 Q. And these breakout meetings, do they take
22 place in conference rooms or ballrooms at a hotel?

23 A. Yes.

24 Q. And how many people are generally in each
25 of these breakout rooms? Is it, you know, dozens?

1 Is it hundreds? How many, if you could?

2 A. It's smaller than -- I would say usually
3 each breakout's somewhere 25, 30 people, maybe 20.

4 Q. And approximately how long do the breakout
5 meetings last?

6 A. An hour.

7 Q. And then at the close of the hour, is
8 there a break that's provided to the participants
9 to use the rest room, grab food, something like
10 that?

11 A. Yes.

12 Q. And approximately how long are those
13 breaks between each meeting?

14 A. Usually they're 10, 15 minutes.
15 Sometimes, if we're running behind, then it may be
16 shortened a little bit.

17 Q. When you -- are there more than one
18 breakout room so that participants can go to
19 different breakout meetings during the course of
20 the day?

21 A. Yes. It's according to your schedule.

22 Q. And as you exit out of these breakout
23 rooms, is there a central, like, congregating
24 corridor or meeting area where there's coffee
25 stations set up and the like?

1 A. Yeah, multiple.

2 Q. And so, now, while you're walking with
3 Brian Wiley, how far, in terms of distance, is it
4 from the exit of the breakout room to that central
5 corridor area?

6 A. It was -- we were 5 or 10 feet outside of
7 the room, so probably another 5 or 10 or 15 feet
8 away from a coffee -- you know, a coffee setup.
9 So we weren't in the mob but we were just right
10 outside the door.

11 Q. And so before Reshma had made -- shown you
12 what you described to me just earlier, had you had
13 any conversations with her during the course of
14 the national sales meeting, Hello, nice to see
15 you, or anything of that nature?

16 A. I can't remember.

17 Q. Before Reshma had shown to me (sic), you
18 know, what you described earlier -- showed it to
19 you on her phone, do you have any recollection of
20 any conversation with her at all from that
21 national sales meeting?

22 A. I do not.

23 Q. And so what was the context by which she
24 started the conversation with you and Brian?

25 A. So, she just kind of split Brian and I and

1 started. So Brian and I are walking out kind of
2 side by side and then Reshma was in between us.
3 And she said, This is how I get through these
4 meetings. So she was trying to be funny.

5 Q. And how far apart were you and Brian
6 standing when this occurred?

7 A. We were pretty close, like, I mean, you
8 know, a foot and a half. She didn't have to push
9 us out of the way to get between us.

10 Q. And when she got between you, did she --
11 did she reach her arm out? Did she physically
12 step between you? Or what -- how did she get
13 between you, as you described it?

14 A. She -- I mean, she just slowly kind of
15 came between us and then stuck her hand out with
16 her phone. And it was -- but it was low. She
17 wasn't holding it high or anything. It was low
18 and she said, This is how I get through this, and
19 she kind of directed Brian and my eyes down to
20 what she showed us.

21 Q. So do you know what kind of phone she had?

22 A. I do not.

23 Q. Was it a smartphone of some sort?

24 A. Yes.

25 Q. And when she held this phone out between

1 you, what did you observe on the screen?

2 A. Kama Sutra, typical Kama Sutra pictures
3 where it's drawings of men and women in certain
4 positions, different sexual positions, and they're
5 typically atypical.

6 Q. Before February of 2018, had you had any
7 experience or exposure with the Kama Sutra?

8 A. Yes.

9 Q. In what nature?

10 A. I've seen it in books before. I mean, do
11 you guys remember the movie "Scrooged" with Bill
12 Murray? I mean, you know the book that he gets
13 his girlfriend?

14 Q. So you knew it from pop culture
15 references?

16 A. Yes, yes.

17 Q. And when you saw what was shown to you on
18 the phone, did you immediately recognize what was
19 shown to you?

20 A. Yes.

21 Q. Can you describe to me what you saw on the
22 phone?

23 A. I saw -- well, she scrolled -- there was
24 multiple positions, so --

25 Q. Well, let's take it in steps, then. When

1 it was first put in front of you, right, was she
2 -- it stagnant or was it moving when it was first
3 put in front of you?

4 A. It was stagnant.

5 Q. And so that first screen that you saw in
6 that moment, what did you see?

7 A. I just saw a sexual position, a little --
8 a drawing of a man and a woman in a certain sexual
9 position.

10 Q. And would you describe these drawings as
11 cartoon drawings? Images? How would you describe
12 them? Were these anatomically accurate, like
13 figurines?

14 MR. PANZINI: Object to the form.

15 A. More like figurines. Like, they resemble
16 -- I think of Kama Sutra drawings as the same
17 almost every time I've seen them. So the original
18 books, as you see like when I referred to
19 "Scrooged," there's drawings and you know it's a
20 man and a woman and they're put in sexual
21 positions.

22 Q. (By Mr. Stewart) Do you remember, were
23 there any colors applied to these figurines? Were
24 they skin tone? Were they a different color?
25 Something else?

1 A. I don't remember.

2 Q. And for -- you then said at some point
3 Reshma began to scroll through the phone; correct?

4 A. Yes, correct.

5 Q. For approximately how long did she scroll
6 through the phone?

7 A. I mean, ten seconds.

8 Q. And in the ten seconds that she was
9 scrolling through the phone, how many figurines
10 were you able to observe?

11 A. I probably saw eight or -- I -- eight or
12 ten in that time. It doesn't take long to scroll.

13 Q. So it was moving somewhat quickly when it
14 scrolled through?

15 A. Yeah.

16 Q. And it was apparent to you through that
17 viewing point that you were observing Kama Sutra
18 imaging?

19 A. Yes.

20 Q. How long did the entire interaction
21 between Reshma and yourself and Brian last for?

22 A. I'd say 30 seconds, 20. It could have
23 been 25 seconds, 20 seconds.

24 Q. Fair to say somewhere between 20 and
25 30 seconds?

1 A. Yes.

2 Q. And in addition to showing you what was on
3 the screen of her phone, did Reshma offer any
4 commentary?

5 A. She did, yes. She said, My people
6 invented this.

7 Q. Did she say anything else beyond that?

8 A. No.

9 Q. Did you say anything to her in response?

10 A. No.

11 Q. After that 20-to-30-second interaction,
12 did you continue to walk in the same direction as
13 her? Did you walk in different directions? Or
14 what happened next?

15 A. We walked in different directions.

16 Q. At that time, did you make any commentary
17 to Reshma that -- to reflect the fact that you
18 thought this was somewhat inappropriate?

19 A. No.

20 Q. At the time, did you think it was
21 inappropriate that Reshma had showed you this
22 material?

23 A. Yes.

24 Q. And why did you feel that way?

25 A. It was a -- it's a business setting. It's

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1 -- and also, Reshma -- I would think it was
2 inappropriate if any female or male showed me that
3 in a business setting when a manager could be
4 standing behind us or -- it's just a very
5 inappropriate time to show stuff like that.

6 Q. And, now, was -- what was shown to you,
7 was it a website, was it an application, or
8 something else?

9 A. I don't know.

10 Q. And other than that single 20-to-30-second
11 interaction with Reshma at the 2018 national sales
12 meeting, did you have any other interactions with
13 her during that four-day period at the national
14 sales meeting?

15 A. No.

16 Q. And other than what you described to me at
17 the 2017 POA summer meeting, did you have any
18 other interaction with Reshma besides those two
19 occasions?

20 A. I mean, besides just, like, seeing her
21 passing, no.

22 Q. Are you aware of Reshma showing this Kama
23 Sutra material to any other individuals aside from
24 yourself?

25 A. And Brian Wiley? It was me and Brian

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1 Wiley.

2 Q. You and --

3 A. Yeah, me and Brian were the ones that were
4 standing there.

5 Q. Are you aware --

6 A. So either -- Matt Eck might have been, and
7 again -- and I don't remember exactly -- I just
8 know that Brian and I were right -- were right
9 next to her. She was showing us. We were
10 standing -- you know, when she came in between us,
11 we were three people.

12 Q. And so the question is, other than you and
13 Brian, are you aware of Reshma showing this to any
14 other individuals at the national sales meeting?

15 A. No. No.

16 Q. And did you discuss this incident that
17 you've described here today with any Pacira
18 employees?

19 A. I did.

20 Q. And who among the Pacira employees did you
21 discuss this with?

22 A. Steve Huddy, Isaac, Justin, who's now the
23 -- I can't remember his name -- Rob -

24 Q. Justin Sherrod, is that who you're
25 referring to?

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1 A. Justin Sherrod, yes.

2 Q. I didn't mean to cut you off. You said
3 Rob, meaning Rob Rock?

4 A. Rob Rock, yes.

5 Q. Other than those four individuals, did you
6 share this occurrence with any other Pacira
7 employees?

8 A. After the fact.

9 MR. PANZINI: I'm sorry. I was just going
10 to say after the meeting or ever?

11 Q. (By Mr. Stewart) So I can break it up in
12 a temporal time basis here. Focusing just while
13 at the meeting, other than describing the
14 occurrence to Steve Huddy, Isaac Smolko, Justin
15 Sherrod, and Rob Rock, did you talk about this
16 Kama Sutra material that Reshma showed you to
17 anyone else during the time while you were at the
18 national sales meeting?

19 A. Not that I can remember, no.

20 Q. And then the question -- same question but
21 with respect to any period of time after the
22 national sales meeting, did you discuss it with
23 any Pacira employees?

24 A. Yes.

25 Q. Who?

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1 A. Nicole Adams.

2 Q. And who is Nicole Adams? What's her
3 title?

4 A. I don't know what her title is now. She
5 was an account manager but has moved into
6 different roles.

7 Q. And other than Nicole, anybody else?

8 A. I don't remember.

9 Q. Did you ever go to the human resource
10 department and make a complaint concerning Reshma
11 showing you Kama Sutra materials at the 2018
12 national sales meeting?

13 A. I did, yes.

14 Q. And to do that, did you have to describe
15 the incident to a Pacira employee?

16 A. To Rich Kahr, yes.

17 Q. And was that a -- Withdraw.

18 When you described the occurrence to Rich
19 Kahr, did you contact him or did he contact you,
20 or was it somebody else?

21 A. I contacted him.

22 Q. And when did you contact Rich Kahr?

23 A. I can't remember the exact day, but it was
24 shortly after the meeting I sent him an email to
25 schedule a call.

11 (Pages 38 to 41)

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1 Q. And would that email have come from your
2 Pacira email account?
3 A. It did.
4 Q. And did it go to Rich Kahr's Pacira email
5 account?
6 A. It did.
7 Q. And would that have been sent during the
8 month of February 2018?
9 A. Yes.
10 Q. And can you say, was it within a certain
11 period of time after the national sales meeting?
12 A. It was probably within four days,
13 five days.
14 Q. If you were to perform a search of your
15 emails, would you be able to locate that email
16 within your "Sent" mailbox?
17 A. Yes.
18 Q. So I'll follow up with counsel, but I will
19 ask that you provide a copy of that email
20 following the close of this deposition.
21 A. Okay.
22 Q. And after you emailed Rich Kahr, did a
23 telephone conversation transpire?
24 A. It did.
25 Q. And approximately how long did that phone

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1 call last?
2 A. Five minutes.
3 Q. And in the course of that five minutes,
4 what, if anything, did you say to Mr. Kahr?
5 A. I just told him exactly what I saw happen
6 at the national sales meeting, so what Reshma
7 showed me and -- and, I mean, I just described it
8 as it happened, as I've told you.
9 Q. Did you convey to Mr. Kahr that this
10 occurrence in any way made you feel unsafe or
11 uncomfortable?
12 A. Yes.
13 Q. And what specifically did you tell Mr.
14 Kahr?
15 A. Just that it was offensive.
16 Q. In what way?
17 A. It was sexually inappropriate in the
18 workplace and was -- made me uncomfortable and it
19 was offensive.
20 Q. And that was conveyed to Mr. Kahr that you
21 found that this was offensive material and it made
22 you feel uncomfortable?
23 A. Correct.
24 Q. What, if anything, did Mr. Kahr do to
25 address the complaint that you made?

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1 A. I do not know what Rich Kahr did with that
2 information.
3 Q. Were you ever contacted in any form to
4 follow up regarding your report?
5 A. I was contacted afterwards. There was
6 several people who were contacted about whether or
7 not they were present when Reshma and Rob had a
8 disagreement at Top Golf. And I do not remember
9 who contacted me from HR. Could have been Rich
10 Kahr, could have been somebody else. I don't
11 remember.
12 Q. So were you contacted by HR -- are you
13 saying you were contacted by HR to inquire as to
14 whether or not you observed anything at Top Golf?
15 A. Yes.
16 Q. And was that before or after you had made
17 your complaint to Rich Kahr about the content that
18 Reshma showed you?
19 A. It was after.
20 Q. And to your recollection, when you were
21 contacted about the Top Golf event, what, if
22 anything, did you tell the HR representative?
23 A. That I was not -- I didn't know about what
24 happened between Rob and Reshma until the next
25 morning, so no, I had no -- I was not there, I was

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1 not there to witness anything that happened.
2 Q. Do you know if Brian Wiley made any
3 complaints to HR concerning the material that
4 Reshma showed you?
5 A. I do not.
6 Q. Did you have any conversation with Brian
7 Wiley about what had transpired?
8 A. I don't remember if I did.
9 Q. Did you have -- you told us earlier that
10 you had conversations with Steve Huddy about what
11 had transpired. What, if anything, did you tell
12 Steve?
13 A. Exactly the same thing I told you, that
14 she showed us Kama Sutra poses.
15 Q. And what, if anything, did he say in
16 response?
17 A. I don't remember.
18 Q. And what -- and the same question as with
19 respect to Isaac. When you told him that she had
20 showed you this material, did he have any response
21 that you recall?
22 A. Yeah. He told me something -- a story
23 about something that Reshma had said to him that
24 was inappropriate.
25 Q. What was that story?

12 (Pages 42 to 45)

EXHIBIT 21

****Exhibit 21 is a Recording. This will be provided to the Court via USB****